

## XCEL ENERGY'S EV ACCELERATE AT HOME CUSTOMER SERVICE AGREEMENT

Northern States Power Company, doing business as Xcel Energy ("Xcel Energy") is excited to offer the Electric Vehicle ("EV") Accelerate At Home program at residential rates (the "EV Accelerate at Home Program") to Xcel Energy's electric customers ("Customers", "you" or "your").

Under the EV Accelerate At Home Program, Xcel Energy will offer eligible Customers installation of home Charging Equipment and enrollment in an Xcel Energy Time-of-Use Electric Vehicle rate. Customer's participation in the EV Accelerate At Home Program is subject to the terms and conditions of this Service Agreement, which incorporate by this reference. The General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service ("Service Tariffs"), as the Service Tariffs now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission (the "Commission"). In the event of a conflict between the terms of this Service Agreement and any applicable Service Tariff, the Service Tariff shall govern. Specifically, the definitions, rates and, other terms, and conditions set forth in the Residential EV Accelerate At Home Pay As You Go Service Tariff, the Residential EV Accelerate At Home Voluntary Service Tariff and/or the Residential EV Accelerate At Home Subscription Service Tariff, are applicable to, and incorporated into, this Service Agreement. The applicable Service Tariffs, as currently on file with the Commission, are summarized in the following chart:

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 Residential EV Accelerate At Home Pay As You Go Service Rate Code: A80	•Premises wiring	\$16.63	<ul style="list-style-type: none"> <li>•Charging Equipment and installation</li> <li>•Customer services</li> <li>•Customer accounting</li> <li>•Load monitoring and data management</li> <li>•Maintenance service</li> <li>•Charging Equipment removal and relocation</li> </ul>	EV Charging is billed according to Rate Code A80
			•Charging Equipment and installation (initial electrician electrician visit)	

<p>Customer-provided Residential EV Accelerate At Home Pay As You Go Service Rate Code: A79</p>	<ul style="list-style-type: none"> <li>• Charging Equipment and installation</li> <li>• Premises wiring</li> </ul>	<p>\$6.73</p>	<ul style="list-style-type: none"> <li>•Customer services</li> <li>•Customer accounting</li> <li>•Load monitoring and data management</li> <li>•Maintenance service</li> <li>•Changing Equipment removal and relocation</li> </ul>	<p>EV Charging is billed according to Rate Code A79</p>
<p>Bundled Voluntary Electric Vehicle Charger Service Rate Code: A76</p>	<ul style="list-style-type: none"> <li>•Premises wiring</li> </ul>	<p>\$11.99</p>	<ul style="list-style-type: none"> <li>•Charging Equipment and installation</li> <li>•Maintenance service</li> <li>•Changing Equipment removal and relocation</li> </ul>	<p>EV Charging is billed according to Rate Code A02 or A04</p>
<p>Bundled Residential EV Accelerate At Home Pay As You Go Subscription Service Rate Code: A82</p>	<ul style="list-style-type: none"> <li>•Premises wiring</li> </ul>	<p>\$48.80</p>	<ul style="list-style-type: none"> <li>•Charging Equipment and installation</li> <li>•Customer services</li> <li>•Customer accounting</li> <li>•Load monitoring and data management</li> <li>•Maintenance service</li> <li>•Changing Equipment removal and relocation</li> </ul>	<p>EV Charging is billed according to Rate Code A82</p>
<p>BYOC Residential EV Accelerate At Home Pay As You Go Service Rate Code: A84</p>	<ul style="list-style-type: none"> <li>•Premises wiring</li> </ul>	<p>\$38.81</p>	<ul style="list-style-type: none"> <li>•Charging Equipment installation (Initial electrician visit) and installation</li> <li>•Customer services</li> <li>•Customer accounting</li> </ul>	<p>EV Charging is billed according to Rate Code A84</p>

			•Load monitoring and data management	
--	--	--	--------------------------------------	--

In order to enroll in the EV Accelerate At Home Program, please review these terms and indicate your understanding and agreement below by selecting the appropriate check box on the Program enrollment page found on Xcel Energy’s website. Once enrolled, 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 Accelerate At Home Program Rate Codes A79, A80, you, must:

- Agree to the terms and conditions of this Services Agreement; have an active Xcel Energy residential electric service account in Xcel Energy’s Minnesota regulated electric service territory with no past due bills;
- Rent or own the Site, provided that if you rent the Site, you must have a separately metered service, pay for any necessary Premises Wiring, and have the Site owner’s written consent to participate in the EV Accelerate At Home Program;

- Represent that the Site is owned or rented 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;
- Have an approved Charger installed by Xcel Energy, or an authorized third-party independent contractor on Xcel Energy's behalf, or be inspected and confirmed as eligible by an Xcel Energy contracted electrician, for the exclusive use of tracking the electricity used to charge your Electric Vehicle; Have wireless internet ("Wi-Fi") service at Site;
- Not be on current Xcel Energy Residential EV Service Rate (RATE CODE A08). If you are already enrolled on Rate Code A08, you must unenroll for the duration of your participation on the EV Accelerate At Home Program;
- Not participate in Xcel Energy's Time of Use Rate Design Pilot Program. If you are already enrolled in the Time of Use Rate Design Pilot Program, you must unenroll for the duration of your participation in the EV Accelerate At Home Program ; and
- Not participate in Xcel Energy's Net Metering tariffs.

1.2 To be eligible for the EV Accelerate At Home Program Voluntary Electric Service (Rate Code A76), you must:

- Agree to the terms and conditions of this Service Agreement;
- Have an active Xcel Energy residential electric service account in Xcel Energy's Minnesota regulated electric service territory with no past due bills;
- Rent or own the Site, provided if you rent the Site, you must have a separately metered service, pay for any necessary Premises Wiring, and have the Site owner's written consent to participate in the EV Accelerate At Home Program ;
- Represent that the Site is owned or rented by you, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with an Xcel Energy residential electrical account on which the Charger will be installed;
- Have an approved Charger installed by Xcel Energy, or an authorized third party independent contractor on Xcel Energy's behalf, or be inspected and confirmed as eligible by an Xcel Energy contracted electrician for the exclusive use of tracking the electricity used to charge your electric vehicle;
- Have Wi-Fi service at Site;
- Be on a current Xcel Energy Residential Time of Day rate (RATE CODE A02 and A04) or be on the Time of Use Rate Design Pilot Program.

1.3 To be eligible for the EV Accelerate At Home Subscription Program (Rate Codes A82, A84), Customers must:

- Agree to the terms and conditions of this Services Agreement
- Have an active Xcel Energy residential electric service account in Xcel Energy's Minnesota regulated electric service territory with no past due bills, disconnection notices, or pay arrangements;
- Rent or own the Site, provided that if you rent the Site, you must have a separately metered service, pay for any necessary Premises Wiring, and have the Site owner's written consent to participate in the EV Accelerate At Home Program;
- Represent that the Site is owned or rented 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;
- Have an approved Charger installed by Xcel Energy, or an authorized third-party independent contractor on Xcel Energy's behalf, or be inspected and confirmed as eligible by an Xcel Energy contracted electrician, for the exclusive use of tracking the electricity used to charge your Electric Vehicle; • have wireless internet ("Wi-Fi") service at Site;

- Not be on current Xcel Energy Residential EV Service Rate (Rate Code A08). If you are already enrolled on Rate Code A08, you must unenroll for the duration of your participation in the EV Accelerate At Home Program;
- Not participate in the Residential Time of Day Service Rate (Rate Codes A02, A04); if Participant is already enrolled, they must unenroll for the duration of their participation in the EVAAH Subscription Program;
- Not participate in the EVAAH Pay-As-You-Go (Rate Codes A80, A81);
- Not participate in the Time of Use Rate Design Pilot Program; if Participant is already enrolled, they must unenroll for the duration of their participation in the EVAAH Subscription Program; and
- Not participate in the Company's Net Metering tariffs

## **2. Charging Equipment Installation, Maintenance, and Title**

- 2.1 Except as provided in Section 2.4 below regarding a Customer Provided Charger, once enrolled into the EV Accelerate At Home Program, Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide (except for a Customer Provided Charger), install, maintain, repair or replace the Charging Equipment (collectively the "Work") on the Site. The Work does not include any Premises Wiring. The Charging Equipment will be hardwired to the Premises Wiring at the Site. Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such electric 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. Xcel Energy 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. Xcel Energy will coordinate with you to schedule maintenance Work. You understand that if Xcel Energy is 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.
- 2.2 Except as provided in Section 2.4 below, at all times during the Term of this Service Agreement, ownership of and title to the Charging Equipment shall remain with Xcel Energy 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. Customer shall not sell or allow the Charger to become subject to any lien, security interest or other claim asserted by any creditor of Customer. Any sale of the Site by the Customer shall not include the Charging Equipment.
- 2.3 Customer, at Customer's sole cost and expense, 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 Service 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 Accelerate At Home, 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 that is approved and offered by Xcel Energy for the EV Accelerate At Home Program (“Customer Provided Charger”), Customer must allow an Xcel Energy-contracted electrician to perform a Site visit to confirm Equipment eligibility, install and hardwire the Equipment as needed, and confirm that the Equipment is correctly set up for the EV Accelerate At Home Program. Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such electric service consistent with the applicable electric utility tariff in force and effect. Notwithstanding Section 2.2, Xcel Energy shall have no ownership interest in the Customer Provided Charger and title to the Customer Provided Charger will remain with Customer.

### **3. Customer’s Charging Equipment Obligations and Duties**

Throughout the Term of this Agreement:

- 3.1 Customer shall grant to Xcel Energy, or its authorized third party contractor, 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, or its authorized third party contractor, to perform the Work.
  - Installations must conform to Xcel Energy’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 Service Agreement is terminated, 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 Electric Vehicle charging activity, Electric Vehicle usage and technical performance (the “Data”) of the Electric 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 If you are enrolled in Bundled EVAAH Pay As You Go or Bundled EVAAH Subscription Pay As You Go and are experiencing issues with the Charger at the Site, in addition to contacting Xcel Energy, you must contact the Charging Equipment manufacturer to diagnose Charger performance issues. The contact information for the Charging Equipment manufacturer may be found on Xcel Energy’s website. You may also contact Xcel Energy as provided below for the Charging Equipment manufacturer’s contact information. Xcel Energy will not be able to correct problems with a Charger until Xcel Energy has received the

Charging Equipment manufacturer's diagnosis of the problem. If the Charging Equipment manufacturer is unable to remedy the issue with the Charger during remote diagnostics, Xcel Energy will work with the Charging Equipment manufacturer to determine the necessary remedial actions, which may include replacing the defective Charger or sending an Xcel Energy electrician to the Site for further diagnosis. If the Charger manufacturer determines the Charger is damaged due to misuse or neglect, Xcel Energy will be notified and you will be responsible for purchasing the Charger at the Charging Equipment Buyout Amount. Xcel Energy will provide you an invoice in the amount of the Charging Equipment Buyout Amount and you agree to pay such amount within thirty days of your receipt of such invoice. Upon Xcel Energy's receipt of your payment of the Charging Equipment Buyout Amount, this Service Agreement and your participation in EV Accelerate At Home Program will automatically terminate and Xcel Energy will transfer title to the Charging Equipment on an "AsIs" basis, with no warranty of any kind, express or implied. Upon such termination, you will be responsible for any necessary maintenance, repair, or replacement of the Equipment

- 3.5 If your Charger has been subject to fire, flood, or other natural disaster, the Charging Equipment manufacturer and Xcel Energy will need to verify that the Charger is functional and safe for continued use in the EV Accelerate At Home Program. In the event of such fire, flood or other natural disaster, you must contact the Charging Equipment manufacturer and Xcel Energy. The Charging Equipment manufacturer will help determine if your Charger is communicating properly following the fire, flood or natural disaster. If enrolled in Bundled EVAAH Pay As You Go or Bundled EVAAH Subscription Pay As You Go and the Charging Equipment manufacturer determines the Charger is still functioning and communicating properly, before continued use of the Charger under the EV Accelerate At Home Program, an Xcel Energy electrician will need to inspect the connectors, pins, and cable for damage to verify that the Charger is safe and functioning properly. If the Xcel Energy electrician determines that the Charger is safe and functioning, the Charger may continue to be enrolled in the EV Accelerate At Home Program. However, in the event the Charger is deemed by Xcel Energy to be unsafe and/ or nonfunctional due to a flood, fire or other natural disaster, you will be responsible for purchasing the Charger at the Charging Equipment Buyout Amount. Xcel Energy will provide you an invoice in the amount of the Charging Equipment Buyout Amount and you agree to pay such amount within thirty days of your receipt of such invoice. Upon Xcel Energy's receipt of your payment of the Charging Equipment Buyout Amount, this Service Agreement and your participation in EV Accelerate At Home Program will automatically terminate and Xcel Energy will transfer title to the Charging Equipment on an "As-Is" basis, with no warranty of any kind, express or implied. Please contact Xcel Energy for copies of statements reflecting the Charging Equipment Buyout Amount for your insurance provider, if needed.
- 3.6 Customer, Xcel Energy and Xcel Energy's 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. Customer 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 Customer's misuse, neglect or abuse.

- 3.7 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, and except for Customer Provided Chargers, Customer is not responsible for the ongoing maintenance of the Equipment, itself.
- 3.8 Customer agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.9 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.
- 3.10 Customer agrees to participate in surveys and provide feedback about the EV Accelerate Home 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.
- 3.11 Customer consents to receive communications from Xcel Energy relating to the EV Accelerate At Home Program in electronic form sent to Customer's email address on file with Xcel Energy.
- 3.12 If the Customer who has opted into the Bundled EV Accelerate At Home Program Service Options or Xcel Energy fails to meet any of its obligations under this Service Agreement, Xcel Energy may remove the Charging Equipment. If the Customer who has opted into the EV Accelerate At Home Program Prepay/ Installation-Only or BYOC Service Options or Xcel Energy fails to meet any of its obligations under this Service Agreement, Xcel Energy may move the Customer back to Customer's previous rate.
- 3.13 Customer is solely responsible for any and all use of the Charging Equipment during the Term and is obligated to pay for the electricity consumed by the Charging Equipment consistent with and at the rate of the applicable electric utility tariff in force and effect.

#### **4. Program Term, Withdrawal, and Termination**

- 4.1 This Service Agreement shall be effective as of the Enrollment Date shall continue until terminated in accordance with this Section 4(the "Term").

- 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 Work and electric 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 of Charging Equipment must be completed by Xcel Energy at least 5 business days prior to the start date of Customer's next billing cycle to become effective on that date. If the Activation Date is less than 5 days prior, Customer will become effective in the EV Accelerate At Home Program on the date of the Customer's subsequent billing cycle.
  
- 4.5 Subject to Sections 4.6, 4.7 and 4.8, Customer may terminate this Service Agreement for any reason at any time by providing Xcel Energy written notice of such termination. The termination will be effective as and when set forth in this Section 4.
  
- 4.6 If the Customer terminates the Service Agreement and has been paying the bundled service customer charge, Customer will have the following options:
  - 4.6.1 In the event Customer terminates this Service Agreement and the effective date of the termination occurs ten (10) years or more from Customer's Activation Date, Customer may:
    - Have the Charging Equipment removed at no cost and move back to Customer's previous electric rate;
    - Sign a new Service 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 Activation Date and the date of termination of the Agreement ("Buyout Amount"). Xcel Energy will provide Customer the Buyout Amount. If Customer exercises this option, Customer will receive the Charging Equipment from Xcel Energy on an "As-Is" basis, with no warranty of any kind, express or implied, and Customer will be responsible for any necessary maintenance, repair, or replacement of the Equipment.

- 4.6.2 In the event Customer terminates this Service Agreement or Xcel Energy terminates this Service Agreement, and the effective date of the termination occurs less than ten (10) years from Customer's Activation Date, Customer may:
  - Have the Charging Equipment removed at no cost and move back to Customer's previous electric 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 Activation Date and the date of termination of the Agreement ("Buyout Amount"). Xcel Energy will provide Customer the Buyout Amount. If Customer exercises this option, Customer will receive the Charging Equipment from Xcel Energy on an "As-Is" basis, with no warranty of any kind, express or implied, and Customer will be responsible for any necessary maintenance, repair, or replacement of the Equipment.
  
- 4.7 In the event Customer terminates this Service Agreement, and Customer paid for the Equipment under the BYOC service customer charge, Customer may elect to (i) move back to Customer's previous rate, or (ii) move to any EV charging tariff offered by the Company that is compatible with the Charging Equipment already in place.
  
- 4.8 If Customer is paying the Bundled service customer charge and requests termination of the Service Agreement and removal of the Equipment, 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 Service Agreement shall be terminated upon such removal. If Customer is paying the Bundled service customer charge and requests to purchase the Charging Equipment, this Service Agreement shall be terminated upon Xcel Energy's receipt of the Buyout Amount for the Charging Equipment. If Customer is paying the BYOC service customer charge and requests termination of the Agreement, then this Service Agreement will terminate sixty (60) days after Xcel Energy's receipt of Customer's notification. 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.
  
- 4.9 If, due to a physical relocation of the Charging Equipment to a new Site within Xcel Energy's service territory in Minnesota (provided Customer and the new Site meet the requirements of this Service Agreement), the Customer requests to relocate the Charging Equipment (but not to terminate the Service 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 eligible Site. 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 4.9 may result in voiding any Equipment warranty and/or maintenance support.

- 4.10 Xcel Energy, in its sole discretion, may terminate the Service Agreement at any time, in which case Xcel Energy will provide Customer sixty (60) days' prior written notice of its intent to terminate the Agreement and remove the Charging Equipment, if Customer is paying the Bundled service customer charge. Upon such notice Customer will promptly make the Site and Charging Equipment available to Xcel Energy or its authorized 3rd party contractor for the purpose of removing the Charging Equipment. If Customer is paying the BYOC Service customer charge, Xcel Energy will provide Customer sixty (60) days' prior written notice of its intent to terminate the Agreement. Xcel Energy may also terminate this Service Agreement immediately, if: (i) Customer fails to meet any of the EV Accelerate At Home Program eligibility requirements or adhere to any of Customer's obligations set forth in this Service Agreement; or (ii) Xcel Energy is required to terminate the EV Accelerate At Home Program by the Commission.

## 5. Equipment and Data

- Except for Customer Provided Charging Equipment, Xcel Energy shall own and maintain title to the Charging Equipment, and 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 Data and related information generated by, collected from, or recorded through the Equipment shall also immediately vest in and shall be owned by Xcel Energy.
- Xcel Energy shall therefore have the right to use, copy, and distribute such Data as may be necessary and helpful to administer, provide and evaluate the EV Accelerate At Home Program, evaluate Electric Vehicles and Electric Vehicle support equipment, to support regulatory filings, to respond to discovery and audit requests from the Commission, to develop regulated programs and offerings and for any other Xcel Energy business purpose consistent with Minnesota law, including Commission rules. 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

- Throughout the Term, 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 self-insures 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.**

- Damage to the Site or personal property that appears to be caused by an Xcel Energy-owned Charger under the EV Accelerate At Home Program or a faulty hardwired connection between the Charger and Premise Wiring, for which Work was performed by Xcel Energy or an Xcel Energy sub-contractor, should be reported to Xcel Energy through the Xcel Energy claims process, which can be found on Xcel Energy's website. Upon receipt of your claim, Xcel Energy will involve the appropriate vendors, contractors, or manufacturers in the investigation and resolution. Xcel Energy, and its contractors and suppliers, are not responsible for damage caused by faulty Premise Wiring, damage due to misuse or neglect of the Charging Equipment, or which are caused by fire, flood, or other natural disaster; such damage will be the sole and entire responsibility of Customer and its contractors

## **7. Indemnification**

- To the extent permitted by applicable law (but except to the extent waived in **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**

- 8.1 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 and in accordance with all applicable laws during the Term of the Agreement. In the event that any Work is found to be defective in either materials or workmanship, and customer notifies Xcel Energy of such defect, Xcel Energy shall repair or replace such defective Equipment (provided such Equipment is not Customer Provided Equipment) or 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 CUSOTMER PARTICIPATES 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, 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.

## 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. IN NO EVENT WILL XCEL ENERGY BE LIABLE TO CUSTOMER FOR ANY CLAIMS, EXPENSES, LOSSES, DAMAGES, OR LAWSUITS ARISING OUT OF ANY INTERRUPTIONS OR DISTURBANCES IN ELECTRIC SERVICE.

## 10. Miscellaneous Provisions

**A. Compliance with Laws.** Performance under this Service 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 Service Agreement shall not be assigned by Customer except with the prior written consent of Xcel Energy. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties. Any assignment without Xcel Energy's consent shall be null and void.

**C. Status of Parties.** This Service 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-ventures or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between the parties.

**D. Severability.** If any term or provision of this Service Agreement is held illegal or unenforceable by a court with jurisdiction over the Service Agreement, all other terms in this Service 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 Service Agreement or the Work performed pursuant to the Agreement, Customer may call the Xcel Energy Representative identified in Section 11 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 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 Service Agreement embodies the entire agreement between Xcel Energy and Customer. The Parties shall not be bound by or liable for any statement, writing, 12 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 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 5 (Equipment And Data); Section 6 (Insurance Coverage); Section 7 (Indemnification); Section 8 (Warranty); Section 9 (Limits of Liability); Section 10 (a) (Miscellaneous Provision) and Section 11 (Questions).

## **11. Questions**

If you have questions regarding these Program terms, please email [ElectricVehicles@xcelenergy.com](mailto:ElectricVehicles@xcelenergy.com) or call 1-800-895-4999.