

Xcel Energy Save Plus - 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 **Save Plus-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 and actively participating by August 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 EV at your home address in the Xcel Energy Colorado service territory (or business address for commercial customers);
- Use Program eligible charging equipment or drive a Program eligible EV1;
- 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

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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.

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.

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4. Program Participation Requirement

In order to remain enrolled in the Program, a minimum of 80% 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.

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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.

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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.