



414 Nicollet Mall
Minneapolis, MN 55401

June 24, 2024

—Via Electronic Filing—

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: REPLY COMMENTS
MISCELLANEOUS TARIFF CLEAN-UP
DOCKET NO. E,G002/M-24-130

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits this Reply to the June 14, 2024 Comments of the Minnesota Department of Commerce regarding our proposed miscellaneous tariff modifications in the above-referenced docket.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact me at (612) 330-6935 or gail.baranko@xcelenergy.com or Mustafa Adam at mustafa.k.adam@xcelenergy.com if you have questions regarding this filing.

Sincerely,

/s/

GAIL A. BARANKO
MANAGER, REGULATORY ADMINISTRATION
NSPM REGULATORY

Enclosures
c: Service Lists

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF MISCELLANEOUS
TARIFF MODIFICATIONS

DOCKET NO. E,G002/M-24-130

REPLY COMMENTS

Introduction

Northern States Power Company, doing business as Xcel Energy, submits this Reply to the June 14, 2024 Comments of the Minnesota Department of Commerce regarding our proposed miscellaneous tariff modifications in the above-referenced docket. Specifically, we respond to recommendations regarding My Energy Connect and Green Button Connect Terms and Conditions. The Company appreciates the Department's review and recommendations for approval of the other requested tariff changes included in our Petition.

I. MY ENERGY CONNECT TERMS & CONDITIONS

My Energy Connection (MEC) is a mobile application (app) that provides Company electric customers with detailed information on their energy usage following smart meter installation. The Company proposes to update Sheets 7-137 to 7-143 (Contract and Agreement Forms) of its Electric Rate Book by adding MEC term and conditions (T&C). The T&C states that customers must accept the T&C to use the MEC application.

The Department reviewed our proposed MEC T&C changes for consistency with Minn. Stat. § 216B.03, which requires that rates be just and reasonable, and identified several areas of concern.

A. Wi-Fi Network Name and Password

The first area concerns the Company's proposal for the MEC app to "communicate via the internet the customer's Wi-Fi network name and password to the Company's hosted computer systems." The T&C state this information is "is needed to set up and validate the My Energy Connection App on [a customer's] smart device and securely connect [a customer's] device to [its] smart meter."

The Department requests the Company provide additional explanation on three points: 1) why exactly customers' Wi-Fi network name and password need to be collected; 2) whether such data will be securely destroyed after validation; and 3) how the company will ensure this information is protected.

The Company appreciates and shares the Department's concerns about protecting our customers' private data. Our practices are designed to ensure that the Company collects and maintains only the data that it needs to provide this service, and that the data it receives is appropriately secured. In this instance, the Company's smart meters use Home Area Network (HAN) capabilities to allow for MEC functions. The HAN allows customers to connect their meter to their personal Wi-Fi network using encryption technology. Without the Wi-Fi connection, the meter would not be able to transmit real-time data to the application. Wi-Fi network and password are not saved on Company systems. Instead, this information is maintained only on the customer's meter as encrypted data. Once the customer unenrolls from MEC, the Wi-Fi credentials are removed from the meter.

B. Proposed Legal Terms

The Department's second area of concern regarding several proposed legal terms included in the tariff. The Department requests the Company modify the proposed tariff sheets in response to the concerns below, or explain why we believe the proposed tariff sheets as filed are already reasonable and just.

1. Indemnity

The Company proposed the following indemnification language in its petition:

"You ... agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password." (proposed Sheet No. 7-138, paragraph 5).

The Department requests the Company explain why it is reasonable or just for an

individual consumer to indemnify and hold the Company harmless from any such claims, including claims based on conduct outside of the consumer's control.

This term reflects the fact that our customers have control of their User IDs and Passwords they use to access the Company's systems. Therefore, any misuse of this information would not originate from the Company's system. As noted above, the User ID and Password are maintained as encrypted data on the customer meter. The Company has no physical or logical control over the assignment, maintenance or use of the customer User ID and Password. As a result, it is reasonable for the customer to hold the Company harmless for improper use of this information.

2. *Personal Information*

The Company proposed the following language regarding use of personal information:

"Xcel Energy will not sell, rent or give away your personal information to other companies for use in selling their products or services unless you consent." (proposed Sheet No. 7-139, paragraph 8).

The Department recommends the Company modify this section to delete "to other companies for use in selling their products or services" to make clear the Company will not sell, rent, or give away a consumer's personal information without consent *for any reason (not just for use in selling products or services)*.

The Company agrees with this modification as proposed and have adjusted the associated tariff language as recommended by the Department.

3. *Privacy Policy Link*

The Company proposed the following language regarding our Privacy Policy:

"... use of this information is subject to the Xcel Energy Privacy Policy." (proposed Sheet No. 7-139, paragraph 8) and "This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App." (proposed Sheet No. 7-143, paragraph 15).

The Department recommends the Company modify these sections to include or provide a link to the Company's privacy policy, so that customers can provide

informed consent.

The Company appreciates the Department's recommendation and has included an active link to the Company's Privacy Policy in the Tariff.

4. *Jurisdiction and Venue*

The Company proposed the following statement regarding jurisdiction and venue:

"The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service." (proposed Sheet No. 7-143, paragraph 14).

The Department recommends the Company modify this section to clarify that while the Commission has jurisdiction over some aspects of this program, consumers are not waiving their rights to pursue any applicable claims any may pursue their legal rights, including consumer protections claims, through Minnesota courts.

The Company proposes the following revised language:

"The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service, and submission to such jurisdiction does not otherwise operate to waive any applicable claims you may pursue as a result."

5. *Intellectual Property*

The Company proposed the following concerning intellectual property:

"You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the My Energy Connection App for any purpose." (proposed Sheet No. 7-140, paragraph 11(b)).

The Department requests the Company explain why it is reasonable or just to prevent customers from sharing their own energy use data or experiences with the MEC app.

The Company proposes the following revised language:

"You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit for commercial purposes, any of the Content or the My Energy Connection App for any purpose."

These revised proposed terms are reasonable because the Company owns and controls its protected intellectual property without competition or interference from others. The Company is the owner of the energy use data and provides it as a service to its customers. Any other use would be unreasonable and unauthorized, particularly if used for commercial or monetary gain. But for the My Energy Connection App provided by the Company, the customer would have no access to the information at all. The Company believes it is reasonable to protect the value of the information from outside use and protect the original intention of the application and its associated data. This includes customer's use of their own data for commercial purposes.

6. *Waiver of Warranties and Limitation of Liability*

The Company proposed language regarding Waiver of Warranties and Limitation of its Liability.” (proposed Sheet No. 7-142, paragraph 13).

- a. Paragraph 13(a): Xcel proposes to disclaim any liability “for any inaccuracies or errors on the My Energy Connection app, the content, or equipment provided related to the use of the My Energy Connection App.” For example, Xcel proposes to disclaim any liability that the MEC app or any content or service provided will “be secure, accurate, complete, or free of harmful code” and disclaim responsibility “for any errors or delays in the My Energy Connection app, the meter data or the content.”

The Department recommends the Company modify this section to remove liability disclaimers regarding erroneous or harmful code and incorrect meter data.

The Company believes this liability waiver is reasonable for at least two reasons. First, a customer participating in MEC is opting into a voluntary program designed to provide more granular usage information than they would receive from traditional utility service. While the Company does not expect errors or inaccuracies from the MEC program, such a scenario would differ from a metering error that relates to normal utility service. Commission rules dictate how the Company must respond when it has improperly billed a customer because of a faulty meter.¹ These rules would not apply to this voluntary program in which the customer receives additional information. It is not reasonable to hold the Company liable for claims derived from a customer's voluntary use of the application, for whatever purposes. Therefore, the Company needs this liability waiver to provide this additional service.

¹ See Minn. R. 7820.3700-.3800.

Second, this language proposed by the Company is commonly used by developers to limit their liability for customer use outside their control. Again, the Company does not anticipate inaccuracies or errors in the information provided to our customers and will make diligent efforts to ensure that any error is promptly addressed. Regardless, this standard protection for the Company is reasonable for providing this service.

- b. Paragraph 13(b): Other than as required under applicable law, regulation or express written agreement, Xcel proposes to disclaim any liability for itself and its agents, service providers, or licensors “for any direct, indirect, special, incidental, consequential, consequential, punitive, or exemplary damages arising out of the use or inability to use the My Energy Connection App...” and limit liability to \$250 in aggregate.

The Department requests the Company explain why and how such liability limitation for negligent and intentional acts is reasonable and just (particularly when it seeks to impose limitless liability on its consumers).

This clause is limited to instances "arising out of the use or inability to use" the application. As mentioned previously, this is a voluntary service provided by the Company. The Company should not be liable for how a customer uses the application or for instances in which the customer may not be able to use the application, such as when the application is unavailable for maintenance.

- c. Paragraph 13(c): proposes that customers indemnify and hold the Company, its agents, and service providers and licensors and respective affiliates harmless against any damages of any kind whatsoever arising out of customer use or ability to use the MEC app or the content provided through the app.

The Department requests that the Company explain why and how relieving itself and its agents from all liability in relation to its own app is both reasonable and just.

Again, this clause is limited to instances "arising out of customer use or inability to use" the application. The Company does not believe it should be liable for how a customer uses the application.

II. GREEN BUTTON CONNECT TERMS OF USE

The Company included Green Button Connect (GBC) service provider terms of use (to be agreed to by GBC service providers, not customers) as Attachment A to our petition. We stated we are not proposing to include these service provider terms of use in our rate book. The Department concludes this approach is reasonable since

GBC service providers are not customers. The Department nonetheless reviewed the GBC service provider terms of use for reasonableness since they have the potential to impact customers.

A. GBC Service Provider Terms of Use

Under the service provider terms of use, the Company disclaims “all warranties and conditions with regard to the GBC program or the data” and would “not be responsible for any errors or delays in the operation or transmission of the GBC program or data.” The Company would “in no event” be liable for any damages and otherwise have its liability limited to \$250.

While the service provider terms of use are between the Company and service providers, the Department is nonetheless concerned about our proposal to limit liability given it may limit customers’ recourse for a program ultimately established and overseen by the Company. The Department therefore requests the Company explain why it believes this liability limitation under proposed paragraph 3 is reasonable and just.

This limitation of liability is between the GBC Service Provider and Company. Company is disclaiming liability for the GBC Service Provider work pursuant to its agreement wherein the GBC Service Provider has agreed to defend and indemnify Company for claims made arising out of or resulting from the GBC services they provide to the customer. The customer’s right to pursue claims is not limited by this language.

B. GBC Service Disclaimer for Customers

In addition to establishing GBC service provider terms of use (Attachment A), the Company proposes to update the online terms of use in its Electric Rate Book (existing Sheet Nos. 7-124 to 7-134) for customers by adding a GBC service disclaimer as Sheet No. 7-135. The Department reviewed the proposed GBC disclaimer and is concerned about proposed language regarding limiting the Company’s liability.

The Department asserts that if the Company is establishing a program for third-party entities to use customer data, then presumably the Company is entering into some type of contract with those third parties and as such electing to allow third parties access to meters and meter data. It is not clear to the Department why the Company should be able disclaim all responsibility for a program it has established.

The Department therefore requests that the Company explain why the above language limiting its liability regarding GBC is reasonable and just.

While the Department is correct that the Company is entering into a contract with GBC providers to offer this program, the contract between the Company and the GBC provider does not authorize the Company to provide its customers' data. Rather, the customer and the third party must enter into a separate contract in which the customer authorizes the GBC provider to receive this data. To the extent the customer enters into an agreement with a third party and agrees to allow the Company to release the data to the third party, the Company will release the data and should not be liable for such release or how it will be used. Finally, since the customer will have explicitly authorized the Company to release this data, the Company should not be liable for any harm resulting from this action.

C. Third-Party Device Meter Connection Consent

The Company proposes to update the online terms of use in its Electric Rate Book by adding a Customer Authorization for Third-Party Service Provider Meter Connection as Sheet No. 7-136. These additions require "customers to provide written consent before any third-party gains access to the customer's meter and data." The Department is concerned by the lack of ratepayer protections in the proposed language stating that the Company "will have no control over the data once it is disclosed to a Third-Party Service Provider pursuant to your authorization and will not be responsible for monitoring or taking any steps to ensure that the Third-Party Service Provider maintains the confidentiality of the data or its use as authorized by you." The Department understands that the Company may not have any direct control of data once transferred, but the Department also expects the Company would establish contractual protections with all third-party service providers to ensure they maintain data confidentiality.

The Department requests the Company explain how it would ensure customer data confidentiality is maintained by third parties accessing customers' meters and meter data.

The Software Development Kit (SDK), used by interested third parties, is intended to be used as an open-source code. The SDK allows third parties to create and develop solutions for any customer to participate in, without the knowledge of the Company. We have no control over who (third party) or what (device/application) the customer

decides to share their meter data with through Xcel Energy Launchpad.² There are no means for the Company to establish contractual protections with all third-party service providers because we do not know who those third parties are - it could be a residential customer that created their own application or a well-known company that allows their device to accept meter data. Once the customer decides to share their meter data with that application/device/third party, the responsibility of data confidentiality transfers to the application/device/third party.

CONCLUSION

Through this Reply, we have provided additional information in response to the recommendations made by the Department and have demonstrated that the changes to MEC and GBC are just and reasonable based on the reasons described above. The Company respectfully requests recommended approval of these modifications.

Dated: June 24, 2024

Northern States Power Company

² Xcel Energy Launchpad is a service that allows third-party developers to develop hardware and software products that connect to the customer's smart meter to provide their services to the Xcel Energy customer.

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MY ENERGY CONNECTION TERMS & CONDITIONS

Section No. 7
Original Sheet No. 139

6. WILL XCEL ENERGY EVER ASK FOR MY PASSWORD?

Xcel Energy representatives will never ask you for the password that you use to access your smart meter through the My Energy Connection App. You should reject any unsolicited requests for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy may at our option change the Password parameters without prior notice to you, and if Xcel Energy does so, you will be required to change your Password the next time you enter your Xcel Energy My Account. You are solely responsible for maintaining, installing, and operating your computer and software in using the My Energy Connection App. Xcel Energy is not responsible for errors or failures related to the malfunction of your computer or software.

7. WHAT HAPPENS IF I FORGET MY PASSWORD?

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to reset or recover your password, please contact Xcel Energy. Xcel Energy's relevant contact information can be found at <http://www.xcelenergy.com/ContactUs>.

8. HOW XCEL ENERGY USES INFORMATION SUPPLIED BY YOU.

The information included in your Xcel Energy "My Account" service profile including, but not limited to, your user name, password, personal usage data and account data, is used as part of your use of the My Energy Connection App. Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy Privacy Policy. **XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION UNLESS YOU CONSENT.** The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using "My Account" and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy Privacy Policy.

9. XCEL ENERGY'S RIGHT TO MODIFY THIS AGREEMENT, INCLUDING TO COMPLY WITH APPLICABLE LAWS, RULES, AND REGULATIONS.

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of this Agreement with each such Commission. Please check the general terms and conditions of this Agreement regularly. In the future, Xcel Energy may want to modify this Agreement. If Xcel Energy does so, Xcel Energy will provide you prompt notification of such modifications by posting the updated terms on the Xcel Energy My Energy Connection web site. Your continued use of the My Energy Connection App after amendments are posted will constitute your acceptance of such amendments. If you do not agree with the change, you should stop using the My Energy Connection App and uninstall the My Energy Connection App from your smart device. The most up-to-date version of this Agreement will always be available for your review on the Xcel Energy My Energy Connection web site. If you have any questions about this Agreement, contact Xcel Energy at the relevant contact number found at <http://www.xcelenergy.com/ContactUs>.

MY ENERGY CONNECTION TERMS & CONDITIONS

Section No. 7
Original Sheet No. 140

10. EACH PARTY'S RIGHT TO TERMINATE THIS AGREEMENT.

N

(a) This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and continue until (i) terminated by Xcel Energy, (ii) you unsubscribe from the Xcel Energy My Account services, or (iii) you no longer have an active service account with Xcel Energy. You may opt to discontinue use of the My Energy Connection App at any time by uninstalling the My Energy Connection App from your smart device. If either party terminates this Agreement, your license and access to the My Energy Connection App will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the My Energy Connection App. In Xcel Energy's sole and absolute discretion, Xcel Energy may, without notice, restrict or terminate this Agreement and your use of the My Energy Connection App, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.

(b) Xcel Energy may change or add additional features to the My Energy Connection App, as appropriate. Xcel Energy shall notify you of any changes to features if Xcel Energy is legally required to do so. By installing and using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

11. INTELLECTUAL PROPERTY RIGHTS.

(a) The My Energy Connection App and all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software and other materials associated with or made available to you as a result of your use of the My Energy Connection App ("Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify, or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the My Energy Connection App. Xcel Energy reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the My Energy Connection App.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit for commercial purposes, any of the Content or the My Energy Connection App. Except as expressly provided in this Agreement, under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the My Energy Connection App.

(c) If you send or transmit any communications or materials to Xcel Energy by mail, email, telephone, or otherwise, suggesting or recommending changes to the My Energy Connection App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Xcel Energy is free to use such Feedback, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

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Date Filed: 03-15-24

By: Ryan J. Long
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

MY ENERGY CONNECTION TERMS & CONDITIONS

Section No. 7
Original Sheet No. 143

14. APPLICABLE LAW AND VENUE.

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service, and submission to such jurisdiction does not otherwise operate to waive any applicable claims you may pursue as a result. If you are responsible for multiple premises this may vary by premises if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the My Energy Connection App, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the My Energy Connection App shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.

15. GENERAL TERMS.

This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

16. ADDITIONAL TERMS IF YOU ARE A GOVERNMENTAL USER.

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

17. FORCE MAJEURE

Except to the extent otherwise required under applicable law, delay in or failure to perform any obligation shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

18. SYSTEMS REQUIREMENTS

You are responsible for obtaining, installing, maintaining, and operating all mobile and Wi-Fi equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Energy Connection.

Date Filed: 03-15-24

By: Ryan J. Long
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

Clean

6. WILL XCEL ENERGY EVER ASK FOR MY PASSWORD?

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7. WHAT HAPPENS IF I FORGET MY PASSWORD?

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to reset or recover your password, please contact Xcel Energy. Xcel Energy's relevant contact information can be found at <http://www.xcelenergy.com/ContactUs>.

8. HOW XCEL ENERGY USES INFORMATION SUPPLIED BY YOU.

The information included in your Xcel Energy "My Account" service profile including, but not limited to, your user name, password, personal usage data and account data, is used as part of your use of the My Energy Connection App. Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy [Privacy Policy](#). **XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION UNLESS YOU CONSENT.** The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy [Privacy Policy](#). By using "My Account" and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy [Privacy Policy](#).

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MY ENERGY CONNECTION TERMS & CONDITIONS

Section No. 7
Original Sheet No. 140

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(b) Xcel Energy may change or add additional features to the My Energy Connection App, as appropriate. Xcel Energy shall notify you of any changes to features if Xcel Energy is legally required to do so. By installing and using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

11. INTELLECTUAL PROPERTY RIGHTS.

(a) The My Energy Connection App and all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software and other materials associated with or made available to you as a result of your use of the My Energy Connection App ("Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify, or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the My Energy Connection App. Xcel Energy reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the My Energy Connection App.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit for commercial purposes, any of the Content or the My Energy Connection App. Except as expressly provided in this Agreement, under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the My Energy Connection App.

(c) If you send or transmit any communications or materials to Xcel Energy by mail, email, telephone, or otherwise, suggesting or recommending changes to the My Energy Connection App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Xcel Energy is free to use such Feedback, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

14. APPLICABLE LAW AND VENUE.

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service, and submission to such jurisdiction does not otherwise operate to waive any applicable claims you may pursue as a result. If you are responsible for multiple premises this may vary by premises if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the My Energy Connection App, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the My Energy Connection App shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.

15. GENERAL TERMS.

This Agreement, the individual programs terms of use referencing this Agreement, the [Privacy Policy](#), and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

16. ADDITIONAL TERMS IF YOU ARE A GOVERNMENTAL USER.

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

17. FORCE MAJEURE

Except to the extent otherwise required under applicable law, delay in or failure to perform any obligation shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

18. SYSTEMS REQUIREMENTS

You are responsible for obtaining, installing, maintaining, and operating all mobile and Wi-Fi equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Energy Connection.

CERTIFICATE OF SERVICE

I, Christine Schwartz, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped
with postage paid in the United States mail at Minneapolis, Minnesota;

or

xx by electronic filing.

Docket No. E,G002/M-24-130

Dated this 24th day of June 2024

/s/

Christine Schwartz
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_24-130_M-24-130
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Christine	Schwartz	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_24-130_M-24-130
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Lauren	Steinheuser	lauren.steinheuser@xcelenergy.com	Northern States Power Company dba Xcel Energy	414 Nicollet Mall, 401-08 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_24-130_M-24-130