



414 Nicollet Mall
Minneapolis, MN 55401

March 15, 2018

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

—Via Electronic Filing—

RE: REPLY COMMENTS
RESIDENTIAL EV SERVICE PILOT PROGRAM
DOCKET NO. E002/M-17-817

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission the enclosed Reply Comments in response to Parties' Comments regarding the Company's Residential EV Service Pilot Program in the above-referenced docket.

We have electronically filed this document with the Commission, and copies have been served on the parties on the attached service list. Please contact Mary Martinka at mary.a.martinka@xcelenergy.com or (612) 330-6737 if you have any questions regarding this filing.

Sincerely,

/s/

AMY A. LIBERKOWSKI
DIRECTOR, REGULATORY PRICING & ANALYSIS

Enclosures
cc: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie Sieben	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY FOR
APPROVAL OF A RESIDENTIAL EV SERVICE
PILOT PROGRAM

DOCKET No. E002/M-17-817

REPLY COMMENTS

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits these Reply Comments in response to the Initial Comments submitted by Parties regarding the Company's Residential Electric Vehicle (EV) Service Pilot Petition.

The Company has developed this Pilot to test the potential for cost savings and customer experience improvements through a combination of new equipment deployment and off-peak rate design. We will use the Pilot to study ways of lowering barriers to entry that may be limiting the adoption of EVs by drivers. As such, we see the Pilot as an important next step towards offering more options for Customers that will make the use of EVs more beneficial for drivers and that will benefit all customers and the electric system as a whole.

We appreciate the interest stakeholders have shown in our pilot, and we look forward to an ongoing dialogue about learnings from the pilot and other innovations in the EV and EV charging space. In these Reply Comments, we address the following topics:

- proposed monthly charge,
- future plans,
- communicating choice, and
- potential reporting requirements.

In addition, we provide as Attachment A a slightly revised version, both redlined and clean, of the Customer Service Agreement filed with our initial Petition. The modifications clarify some of the defined terms in the document, as well as the title transfer process in the event of a termination by either the Customer or the Company.

REPLY

A. Proposed Monthly Charge

The Pilot is available to residential customers who own or lease an EV and want the ability to isolate their EV charging electric usage for billing on time-based rates that favor off-peak charging. Participants will be able to choose from a pre-approved list of electric vehicle supply equipment (EVSE) options. The Company will purchase the EVSE and work with a qualified electrical contractor to install the equipment on the customer's premise. The customer will have the option of paying for the installed EVSE upfront with the Pre-Pay Option or including the cost in the monthly charge with the Bundled Service. The costs customers will pay for the EVSE will be a blended value averaging the three pre-qualified vendors' pricing up to a threshold, ten percent above the average cost of the two lowest-cost EVSEs. That said, and as noted in our initial Petition, we are in the process of negotiating vendor contracts for the Pilot, and estimated program costs (including the monthly charge) are subject to change. Further, over time there may be new technologies that would lower the price of delivering this type of program to customers.

Beyond paying for the EVSE up front or through the monthly charge, all Pilot participants will pay a monthly customer charge to recover the costs of customer services, customer accounting, load monitoring and data management, and maintenance services. The portion of the monthly charge dedicated to these costs will be the same for all customers, regardless of whether they chose the Pre-Pay Option or the Bundled Service.

The monthly charge covers the cost of Pilot operations and, as such, we are concerned about the proposals by the Institute for Local Self-Reliance (ILSR) to eliminate it. An integral learning of this Pilot will be to test whether customers are more or less likely to sign up for a voluntary rate if upfront costs, such as those for installing a second meter or EV charging equipment, are (a) moderated by spreading them out over time, or (b) better accepted when the customer chooses to pay for them up front. A key benefit of this Pilot is gathering information about customer response to the Pilot's price signals. We believe ILSR's proposal would limit our ability to learn about customer response to these program terms, and we do not believe the Commission should adopt this recommendation.

It is true that higher-usage drivers who charge their vehicles during off-peak times could see a greater benefit under the EV pilot compared to lower-usage drivers or drivers who must charge during the day. However, the Company has several rate options to serve EV charging needs,¹ and our marketing materials assist customers in selecting options that work for them.

¹ Low mileage drivers may save more money or gain greater benefit from the other EV options than they would from the EVSE Pilot.

B. Future Plans

In their joint Initial Comments, Fresh Energy, Minnesota Center for Environmental Advocacy, and the Sierra Club (FE, MCEA, and Sierra) expressed a desire for a formal plan to move toward a more permanent offering.

We appreciate parties' enthusiasm for growing the portfolio of EV programs and services, and their willingness to engage with the Company on these topics. It is our shared expectation that by engaging more EV customers to charge off-peak, we can deliver benefits to both EV-driving customers and the system as a whole. The Company is entering new territory in this Pilot, with many new possibilities. We believe it is appropriate to start this Pilot with a focused scope and then consider the appropriate next steps for future developments once operational experience is gathered. We hope to work with stakeholders to develop a set of development criteria and reporting metrics that would facilitate the process of scaling programs from pilot stage to broader offerings.

C. Communicating Choice

FE, MCEA, and Sierra also raised the possibility of having the all-renewable tariff as the *default* option for supplying electricity for EV tariff options. We recognize the value of having a renewable energy option for EV owners, which is why we offer options for all customers to source their energy needs from renewables. Given that our renewable energy options are premium priced services, we do not support auto enrollment at this time. Rather, we believe customers should have the option to request enrollment in one of our all-renewable service options in conjunction with participating in this Pilot.

Related to customer communications and choice, the Department of Commerce (Department) suggested that the Company eventually include an EV Service sample bill in our Rate Book. We certainly agree that it is a good idea to provide Pilot customers with information about what their bills will look like. However, we believe customers could more easily access information about EV options through our website and therefore propose to post a sample EV service bill on the EV pages of our website rather than in our Rate Book.

D. Proposed Reporting Requirements

This Pilot will generate important learnings, and future compliance filings will be one way of communicating our experiences and learnings to interested parties and the Commission. The Department has asked for specific items to be included in our compliance filings, including information about issues caused by Wi-Fi connectivity

problems, statistics about which equipment and bundling options Pilot participants are choosing, cost and revenue information, and estimated second-meter installation costs.²

We are not opposed to providing any of the additional reporting information requested by the Department. While the Company believes robust annual reports will provide the most benefit, the Company is open to developing a mid-year quantitative report to provide in-progress updates on the pilot, and reserving discussion of qualitative items for our annual reports.

Finally, with respect to reporting, we wish to clarify that we would provide our compliance filing in the current docket, rather than in the service quality proceeding.³

CONCLUSION

We appreciate this opportunity to respond to the Comments of the various Parties and are pleased with their unanimous agreement that the Pilot should be approved. We are happy to provide the additional reporting as requested by the Department and look forward to working with all the stakeholders to initiate a successful Pilot.

Dated: March 15, 2018

Northern States Power Company

² For the full list of requested reporting requirements, *See* Comments of the Minnesota Department of Commerce, Division of Energy Resources; Pages 14-15; Docket No. E002/M-17-817 (March 5, 2018).

³ *Id.* at 5.

EV Service Pilot Customer Service Agreement

Xcel Energy is excited to offer the Electric Vehicle Service Pilot (“Pilot”) to its Minnesota residential rate electric customers.

As part of the Pilot, Xcel Energy will offer participant Customers (individually, “Participant” or, collectively, “Participants”) installation of Electric Vehicle Supply Equipment (“EVSE”) and enrollment in the Electric Vehicle Rate. The Pilot is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy’s Electric Rate Book for Customer’s specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public UtilityUtilities Commission. Unless otherwise defined in the Service Agreement, the definitions, terms, and conditions set forth in the Electric Vehicle Service Pilot, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement, summarized in the following chart, as ~~if~~ fully set forth herein.

EV Service Pilot Offerings

Rate Options	Customer upfront out-of-pocket expenses	Customer monthly charge for EV Service (\$)	Services included in monthly charge for EV Service	Monthly usage billed
Electric Vehicle Service Pilot Bundled Service Rate Code: A80	<ul style="list-style-type: none"> •Premise Wiring 	\$27.45	<ul style="list-style-type: none"> •EVSE and Installation payment •Customer Services •Customer accounting •Load Monitoring and Data Management •Maintenance Service 	EV charging is billed at on-peak and off-peak-rates
Electric Vehicle Service Pilot with Pre-pay Option Rate Code: A81	<ul style="list-style-type: none"> • EVSE with load monitoring technologies and Installation • Premise Wiring 	\$13.88	<ul style="list-style-type: none"> •Customer Services •Customer accounting •Load Monitoring and Data Management •Maintenance Service 	EV charging is billed at on-peak and off-peak-rates

In order to enroll in the Pilot, please review these terms and indicate your understanding and agreement below by selecting the appropriate check box on the Program enrollment page at [link to be generated at xcelenergy.com]. Xcel Energy will notify the Customer (a) that Customer's eligible EVSE has been installed, and (b) Xcel Energy and the EVSE vendor have confirmed that the EVSE 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 uses at least one method of propulsion that is capable of being reenergized to be powered by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways. electric motor drawing current from rechargeable storage batteries, fuels cells, or other portable sources of electric current, and meets or exceeds applicable regulations in Code of Federal Regulations, title 49, part 571. Electric vehicles include neighborhood electric vehicles, medium-speed electric vehicles, and plug-in hybrid electric vehicles.

"Electric Vehicle Supply 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, ~~40 ampere or lower~~ circuit that supplies electricity directly to the installed Electric Vehicle Supply Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Participant 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 Participant

1. Eligibility and Availability

To be eligible to ~~participant~~ participate in the EV Service Pilot, Participants must:

- have an active Xcel Energy service account in Minnesota with no past due bills.
- live in a single-family home, defined as a detached single family home, townhome/row house, or duplex;

- represent that the Site is owned by Participant, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with a Xcel Energy residential electrical account on which the EVSE will be installed
- complete Xcel Energy-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law
- have an approved EVSE installed by Xcel Energy, or an authorized third-party independent contractor on its behalf, for the exclusive use of tracking the energy used to charge their electric vehicle.
- have wireless internet ("Wi-Fi") service at Site.
- not be on current Residential EV Service Rate (RATE CODE A08). If Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Service Pilot.
- not participate in the Residential Time of Day Service Rate (RATE CODE A02, A04). If Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Service Pilot.
- 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 on the new EV Service Pilot.
- not participate in the Company's Net Metering tariffs.

2. EVSE Installation, Maintenance, and Title

- 2.1 Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the "Work") the EVSE on property owned by Participant (the "Site"). The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables and equipment. Xcel Energy shall provide electric utility services to Participant, and Participant shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy's sole discretion, shall have the right to repair, modify, or replace the EVSE at any time during the Term of this Agreement.
- 2.2 Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with Xcel Energy. Participant shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Participant, and any sale of the Site by Participant shall not include the EVSE.
- 2.3 Participant shall maintain the connection between the EVSE and an Internet Service Provider via Wi-Fi connection, for the operation of the EVSE under this Agreement. Late, incomplete, or inaccurate EVSE usage information will be disregarded where the lack of Wi-Fi service is the cause of the data transmission failure. As a result, any actual EV

charging during these intervals will be billed at the Participant's current rate and will not be adjusted in any future bills if any EV usage data is subsequently received

3. Participant's EVSE Obligations and Duties

Throughout the Term of this Agreement:

- 3.1 Participant shall grant to Xcel Energy such access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by Xcel Energy for the Work. Installations must conform to the Company's specifications.
- 3.2 Until the EVSE (in Xcel Energy's sole discretion) is deemed non-functional, Participant hereby consents to and shall permit both Xcel Energy and any underlying EVSE 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 EVSE with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and EVSE. 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 EVSE fails to operate or otherwise requires repair, Participant shall promptly notify Xcel Energy.
- 3.3 Participant, Xcel Energy and its authorized EVSE 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 EVSE, including environmental requirements associated therewith.
- 3.4 Participant shall maintain the area surrounding the EVSE and will promptly notify Xcel Energy of any problems related to the EVSE that Participant becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, Participant is not responsible for the ongoing maintenance of the EVSE, itself.
- 3.5 Participant agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.6 Participant agrees to provide access and assistance to facilitate random EVSE testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Xcel Energy's expense.
- 3.7 Participant agrees to participate in surveys and provide feedback about the Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities.
- 3.8 Customer consents to receive communications from Xcel Energy relating to the Program in electronic form sent to Customer's email address.

- 3.9 If Participant who has opted into Electric Vehicle Service Pilot Bundled Service or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may remove the EVSE. If Participant who has opted into Electric Vehicle Service Pilot with Pre-pay Option or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may transfer ownership of the EVSE to the customer at no cost and ~~may~~ move Participant back to their previous rate.

4. Pilot Term, Withdrawal, and Termination

- 4.1 This Agreement shall be effective as of the Enrollment Date by both Parties. The ~~T~~erm shall commence on the date when the EVSE is installed, and Xcel Energy and the EVSE vendor have confirmed that the EVSE is operational. The Agreement shall continue for two (2) years (the "Term") unless sooner terminated or extended by written agreement between the Parties.
- 4.2 All fees, rates, and charges applicable to Participant 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 Participant and be billed and collected similar to other retail electric charges.
- 4.3 The service hereunder shall be supplied for Participant's use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A Copy of such Rules and Regulations and applicable Rate schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
- 4.4 Activations must be completed by Xcel Energy at least 5 business days prior to the start date of the customer's next billing cycle to become effective on that date. If activation is less than 5 days prior, Participants will become effective on the stated date of the Participant's subsequent billing cycle.
- 4.5 At the end of the ~~T~~erm, ~~customers-Participants~~ who are paying the ~~B~~undled ~~S~~ervice customer charge will have the following options:
 - ~~Customers-Participants~~ can have the EVSE removed at no cost and move back to their previous rate;
 - ~~Customers-Participants~~ can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below and either (i) move back to their previous rate or (ii) move to any new EV charging tariff offered by the Company that is compatible with the EVSE already in place;¹ and
 - ~~Customers-Participants~~ can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology.

¹ Customers moving to any new EV charging tariff offered by the Company would need to sign a new Customer Agreement.

Customers-Participants who paid for the EVSE upfront and are paying the Pre-Pay option service customer charge will have the following options at the end of the term:

- Customers-Participants can elect to have the Company transfer ownership of the EVSE to the customer at no cost and either (i) move back to their previous rate or (ii) move to any new EV charging tariff offered by the Company that is compatible with the EVSE already in place; and
 - Customers-Participants can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology.
- 4.6 If Participant requests termination of the Agreement prior to the expiration of the Term for convenience, then following notification from Participant to Xcel Energy advising Xcel Energy of Participant's intent to withdraw, Xcel Energy or a Xcel Energy third party independent contractor shall, for Participants who are paying the Bundled Service customer charge, (i) remove and take possession of the EVSE within sixty (60) days of Participant's notification at no cost to Participant, and this Agreement shall be terminated upon such removal, or (ii) the Participant can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below. Xcel Energy or its authorized third party independent contractor's removal and possession of the EVSE 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. For Participants, who are paying the Pre-Pay Option service customer charge, can (i) elect to have the Company will transfer ownership of the EVSE to the participant at no cost within sixty (60) days of Participant's notification, and this Agreement shall be terminated upon that ownership transfer or (ii) have Xcel Energy or a Xcel Energy third party independent contractor remove and take possession of the EVSE within sixty (60) days of Participant's notification at no cost to Participant, and this Agreement shall be terminated upon such removal. Xcel Energy or its authorized third party independent contractor's removal and possession of the EVSE shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third party independent contractor and left in place at the Site.
 - 4.7 If, due to a physical relocation of the Site within Xcel Energy's regulated service territory, Participant requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a sixty (60) days' notification from Participant to Xcel Energy advising Xcel Energy of Participant's relocation request, Participant shall thereafter exclusively utilize Xcel Energy's third party independent contractor to install an EVSE at the new location at Participant's sole expense. Any removal and/or relocation of the EVSE 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. Participant acknowledges that failure to utilize Xcel Energy's third party independent contractor for EVSE installations or relocations under this Section 4.7 may result in voiding any EVSE warranty and/or maintenance support that may transfer to Participant at the end of the Term.
 - 4.8 Xcel Energy, in its sole discretion, may terminate the Agreement prior to the end of the Term, in which case Xcel Energy will provide Participants on the Bundled Service

customer charge with sixty (60) days' prior written notice and the option to (i) purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below~~pursuant to Section 5 below~~, or (ii) have the EVSE removed at no cost to the Participant within sixty (60) days of termination. ~~Participants may continue using the EVSE after termination, before it is purchased or removed. For Participants paying the Pre-Pay Option service customer charge, -the Company will transfer ownership of the EVSE to the participant~~participant at no cost~~participants can elect to either: (i) have the title transferred at no cost or (ii) have the EVSE removed at no cost to the Participant within sixty (60) days of termination. Participants may continue using the EVSE after termination, before it is purchased or removed.~~

5. Taxes on Sale of EVSE

- If Xcel Energy opts to sell the EVSE to Participant at the then undepreciated balance of the EVSE and Participant agrees to purchase the EVSE, then Xcel Energy will deliver to Participant a Bill of Sale for the undepreciated balance of the EVSE. Participant further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSE from Xcel Energy to Participant, that: (i) Participant shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the undepreciated balance of the EVSE as stated on the Bill of Sale; and (iii) Xcel Energy agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

6. Title to Equipment and Data

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

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

7. Insurance Coverage

- Customer-Participant 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 EVSE 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. Participant Customer agrees

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

8. Indemnification

- To the extent permitted by applicable law (but except to the extent waived in Section 10 below), each Party shall indemnify and hold the other Party harmless against any third party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible including without limitation real or personal property of any third party, the EVSE and any associated EVSE 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.

9. Warranty

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

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

- 9.2 At the end of the term of this agreement and should Participant opt to purchase the EVSE from Xcel Energy, then for all EVSE devices (including all associated EVSE cords and internal wiring), the sale will be as-is with no warranties and host assumes sole risk and responsibility for any remaining warranty action (if any).

10. 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 Participant 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 EVSE or associated EVSE 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 an EAVSE 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 EVSE plus installation costs made by Xcel Energy under this agreement. This section shall survive the termination of this agreement.

11. Miscellaneous Provisions

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

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

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

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

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

F. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, ~~Customer Participant~~ may call the Xcel Energy Representative identified in Section 12 below during ~~businesscall center~~ hours Monday-Friday ~~87~~ a.m. to ~~57~~ p.m. If further follow-up is required, ~~Customer~~ Participant 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 Participant is dissatisfied with the resolution of the dispute, Participant has the right to file an informal or formal complaint with the Commission by contacting the Minnesota Public ~~Utility~~Utilities Commission. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

G. Public Communication. Participant 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 EVSE and the Work (including its progress, completion and characteristics). Participant shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.

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

I. Merger. This Agreement embodies the entire agreement between Xcel Energy and Participant. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.

J. Privacy Law. Participant further acknowledges and agrees that Participant is knowingly consenting to and authorizing: i) Xcel Energy to release and share ~~Customer's~~ Participant'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 EVSE to Participant; and ii) Xcel Energy's authorized third party independent contractors to retain all of the aforementioned Participant data (following any transfer of EVSE ownership from Xcel Energy to ~~Customer~~Participant) for all EVSE warranty and maintenance support obligations only.

K. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits

| of Liability); Section 11 (a) (Compliance With Laws) and Section 11 (j) (~~P~~erivacy Law).

12. Questions

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

EV Service Pilot Customer Service Agreement

Xcel Energy is excited to offer the Electric Vehicle Service Pilot (“Pilot”) to its Minnesota residential rate electric customers.

As part of the Pilot, Xcel Energy will offer participant Customers (individually, “Participant” or, collectively, “Participants”) installation of Electric Vehicle Supply Equipment (“EVSE”) and enrollment in the Electric Vehicle Rate. The Pilot is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy’s Electric Rate Book for Customer’s specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission. Unless otherwise defined in the Service Agreement, the definitions, terms, and conditions set forth in the Electric Vehicle Service Pilot, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement, summarized in the following chart, as fully set forth herein.

EV Service Pilot Offerings

Rate Options	Customer upfront out-of-pocket expenses	Customer monthly charge for EV Service (\$)	Services included in monthly charge for EV Service	Monthly usage billed
Electric Vehicle Service Pilot Bundled Service Rate Code: A80	<ul style="list-style-type: none"> •Premise Wiring 	\$27.45	<ul style="list-style-type: none"> •EVSE and Installation payment •Customer Services •Customer accounting •Load Monitoring and Data Management •Maintenance Service 	EV charging is billed at on-peak and off-peak-rates
Electric Vehicle Service Pilot with Pre-pay Option Rate Code: A81	<ul style="list-style-type: none"> • EVSE with load monitoring technologies and Installation • Premise Wiring 	\$13.88	<ul style="list-style-type: none"> •Customer Services •Customer accounting •Load Monitoring and Data Management •Maintenance Service 	EV charging is billed at on-peak and off-peak-rates

In order to enroll in the Pilot, please review these terms and indicate your understanding and agreement below by selecting the appropriate check box on the Program enrollment page at [link to be generated at xcelenergy.com]. Xcel Energy will notify the Customer (a) that Customer's eligible EVSE has been installed, and (b) Xcel Energy and the EVSE vendor have confirmed that the EVSE 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, fuels cells, or other portable sources of electric current, and meets or exceeds applicable regulations in Code of Federal Regulations, title 49, part 571. Electric vehicles include neighborhood electric vehicles, medium-speed electric vehicles, and plug-in hybrid electric vehicles.

"Electric Vehicle Supply Equipment" means the installed device used to deliver electricity from the Premise 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 Premise Wiring.

"Premise Wiring" means a dedicated 208/240V AC circuit that supplies electricity directly to the installed Electric Vehicle Supply Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Participant retains ownership and is wholly responsible for the Premise 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 Participant

1. Eligibility and Availability

To be eligible to participate in the EV Service Pilot, Participants must:

- have an active Xcel Energy service account in Minnesota with no past due bills.
- live in a single-family home, defined as a detached single family home, townhome/row house, or duplex;
- represent that the Site is owned by Participant, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with a Xcel Energy residential electrical account on which the EVSE will be installed

- complete Xcel Energy-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law
- have an approved EVSE installed by Xcel Energy, or an authorized third-party independent contractor on its behalf, for the exclusive use of tracking the energy used to charge their electric vehicle.
- have wireless internet (“Wi-Fi”) service at Site.
- not be on current Residential EV Service Rate (RATE CODE A08). If Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Service Pilot.
- not participate in the Residential Time of Day Service Rate (RATE CODE A02, A04). If Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Service Pilot.
- 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 on the new EV Service Pilot.
- not participate in the Company's Net Metering tariffs.

2. EVSE Installation, Maintenance, and Title

- 2.1 Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the “Work”) the EVSE on property owned by Participant (the “Site”). The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables and equipment. Xcel Energy shall provide electric utility services to Participant, and Participant shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy’s sole discretion, shall have the right to repair, modify, or replace the EVSE at any time during the Term of this Agreement.
- 2.2 Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with Xcel Energy. Participant shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Participant, and any sale of the Site by Participant shall not include the EVSE.
- 2.3 Participant shall maintain the connection between the EVSE and an Internet Service Provider via Wi-Fi connection, for the operation of the EVSE under this Agreement. Late, incomplete, or inaccurate EVSE usage information will be disregarded where the lack of Wi-Fi service is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at the Participant’s current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.

3. Participant's EVSE Obligations and Duties

Throughout the Term of this Agreement:

- 3.1 Participant shall grant to Xcel Energy such access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by Xcel Energy for the Work. Installations must conform to the Company's specifications.
- 3.2 Until the EVSE (in Xcel Energy's sole discretion) is deemed non-functional, Participant hereby consents to and shall permit both Xcel Energy and any underlying EVSE 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 EVSE with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and EVSE. 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 EVSE fails to operate or otherwise requires repair, Participant shall promptly notify Xcel Energy.
- 3.3 Participant, Xcel Energy and its authorized EVSE 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 EVSE, including environmental requirements associated therewith.
- 3.4 Participant shall maintain the area surrounding the EVSE and will promptly notify Xcel Energy of any problems related to the EVSE that Participant becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, Participant is not responsible for the ongoing maintenance of the EVSE, itself.
- 3.5 Participant agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.6 Participant agrees to provide access and assistance to facilitate random EVSE testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Xcel Energy's expense.
- 3.7 Participant agrees to participate in surveys and provide feedback about the Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities.
- 3.8 Customer consents to receive communications from Xcel Energy relating to the Program in electronic form sent to Customer's email address.
- 3.9 If Participant who has opted into Electric Vehicle Service Pilot Bundled Service or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may remove the EVSE. If Participant who has opted into Electric Vehicle Service Pilot with

Pre-pay Option or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may transfer ownership of the EVSE to the customer at no cost and move Participant back to their previous rate.

4. Pilot Term, Withdrawal, and Termination

- 4.1 This Agreement shall be effective as of the Enrollment Date by both Parties. The Term shall commence on the date when the EVSE is installed, and Xcel Energy and the EVSE vendor have confirmed that the EVSE is operational. The Agreement shall continue for two (2) years (the “Term”) unless sooner terminated or extended by written agreement between the Parties.
- 4.2 All fees, rates, and charges applicable to Participant 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 Participant and be billed and collected similar to other retail electric charges.
- 4.3 The service hereunder shall be supplied for Participant’s use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy’s Electric Rate Book for Customer’s specific service, as they now exist or may hereafter be changed, on file with the Commission. A Copy of such Rules and Regulations and applicable Rate schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
- 4.4 Activations must be completed by Xcel Energy at least 5 business days prior to the start date of the customer’s next billing cycle to become effective on that date. If activation is less than 5 days prior, Participants will become effective on the stated date of the Participant’s subsequent billing cycle.
- 4.5 At the end of the Term, Participants who are paying the Bundled Service customer charge will have the following options:
 - Participants can have the EVSE removed at no cost and move back to their previous rate;
 - Participants can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below and either (i) move back to their previous rate or (ii) move to any new EV charging tariff offered by the Company that is compatible with the EVSE already in place;¹ and
 - Participants can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology.Participants who paid for the EVSE upfront and are paying the Pre-Pay option service customer charge will have the following options at the end of the term:
 - Participants can elect to have the Company transfer ownership of the EVSE to the customer at no cost and either (i) move back to their previous rate or (ii)

¹ Customers moving to any new EV charging tariff offered by the Company would need to sign a new Customer Agreement.

- move to any new EV charging tariff offered by the Company that is compatible with the EVSE already in place; and
 - Participants can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology.
- 4.6 If Participant requests termination of the Agreement prior to the expiration of the Term for convenience, then following notification from Participant to Xcel Energy advising Xcel Energy of Participant's intent to withdraw, Xcel Energy or a Xcel Energy third party independent contractor shall, for Participants who are paying the Bundled Service customer charge, (i) remove and take possession of the EVSE within sixty (60) days of Participant's notification at no cost to Participant, and this Agreement shall be terminated upon such removal, or (ii) the Participant can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below. For Participants who are paying the Pre-Pay Option service customer charge, the Company will transfer ownership of the EVSE to the participant at no cost within sixty (60) days of Participant's notification, and this Agreement shall be terminated upon that ownership transfer. Xcel Energy or its authorized third party independent contractor's removal and possession of the EVSE shall not include any removal or possession of Premise Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third party independent contractor and left in place at the Site.
- 4.7 If, due to a physical relocation of the Site within Xcel Energy's regulated service territory, Participant requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a sixty (60) days' notification from Participant to Xcel Energy advising Xcel Energy of Participant's relocation request, Participant shall thereafter exclusively utilize Xcel Energy's third party independent contractor to install an EVSE at the new location at Participant's sole expense. Any removal and/or relocation of the EVSE 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. Participant acknowledges that failure to utilize Xcel Energy's third party independent contractor for EVSE installations or relocations under this Section 4.7 may result in voiding any EVSE warranty and/or maintenance support that may transfer to Participant at the end of the Term.
- 4.8 Xcel Energy, in its sole discretion, may terminate the Agreement prior to the end of the Term, in which case Xcel Energy will provide Participants on the Bundled Service customer charge with sixty (60) days' prior written notice and the option to (i) purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below, or (ii) have the EVSE removed at no cost to the Participant within sixty (60) days of termination. For Participants paying the Pre-Pay Option service customer charge, the Company will transfer ownership of the EVSE to the participant at no cost. Participants may continue using the EVSE after termination, before it is purchased or removed.

5. Taxes on Sale of EVSE

- If Xcel Energy opts to sell the EVSE to Participant at the then undepreciated balance of the EVSE and Participant agrees to purchase the EVSE, then Xcel Energy will deliver to Participant a Bill of Sale for the undepreciated balance of the EVSE. Participant further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSE from Xcel Energy to Participant, that: (i) Participant shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the undepreciated balance of the EVSE as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

6. Title to Equipment and Data

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

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

7. Insurance Coverage

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

8. Indemnification

- To the extent permitted by applicable law (but except to the extent waived in Section 10 below), each Party shall indemnify and hold the other Party harmless against any third party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible including without limitation real or personal property of any third party, the EVSE and any associated EVSE 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.

9. Warranty

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

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

- 9.2 At the end of the term of this agreement and should Participant opt to purchase the EVSE from Xcel Energy, then for all EVSE devices (including all associated EVSE cords and internal wiring), the sale will be as-is with no warranties and host assumes sole risk and responsibility for any remaining warranty action (if any).

10. 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 Participant 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 EVSE or associated EVSE 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 an EVSE 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 EVSE plus installation costs made by Xcel Energy under this agreement. This section shall survive the termination of this agreement.

11. Miscellaneous Provisions

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

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

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

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

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

F. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, Participant may call the Xcel Energy Representative identified in Section 12 below during call center hours Monday-Friday 7 a.m. to 7 p.m. If further follow-up is required, Participant 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 Participant is dissatisfied with the resolution of the dispute, Participant has the right to file an informal or formal complaint with the Commission by contacting the Minnesota Public Utilities Commission. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

G. Public Communication. Participant 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 EVSE and the Work (including its progress, completion and characteristics). Participant shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.

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

I. Merger. This Agreement embodies the entire agreement between Xcel Energy and Participant. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.

J. Privacy Law. Participant further acknowledges and agrees that Participant is knowingly consenting to and authorizing: i) Xcel Energy to release and share Participant'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 EVSE to Participant; and ii) Xcel Energy's authorized third party independent contractors to retain all of the aforementioned Participant data (following any transfer of EVSE ownership from Xcel Energy to Participant) for all EVSE warranty and maintenance support obligations only.

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

12. Questions

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

CERTIFICATE OF SERVICE

I, Lynnette Sweet, hereby certify that I have this day served copies or summaries of the foregoing document on the attached list(s) 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 electronic filing

Docket No. E002/M-17-817

Dated this 15th day of March 2018

/s/

Lynnette Sweet
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_17-817_M-17-817
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	OFF_SL_17-817_M-17-817
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_17-817_M-17-817
Ryan	Barlow	Ryan.Barlow@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, Minnesota 55101	Electronic Service	No	OFF_SL_17-817_M-17-817
James J.	Bertrand	james.bertrand@stinson.com	Stinson Leonard Street LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-817_M-17-817
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-817_M-17-817
James	Canaday	james.canaday@ag.state.mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-817_M-17-817
Jeanne	Cochran	Jeanne.Cochran@state.mn.us	Office of Administrative Hearings	P.O. Box 64620 St. Paul, MN 55164-0620	Electronic Service	No	OFF_SL_17-817_M-17-817
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St. Louis, MO 63119-2044	Electronic Service	No	OFF_SL_17-817_M-17-817
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_17-817_M-17-817

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	OFF_SL_17-817_M-17-817
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_17-817_M-17-817
Leigh	Currie	lcurrie@mncenter.org	Minnesota Center for Environmental Advocacy	26 E. Exchange St., Suite 206 St. Paul, Minnesota 55101	Electronic Service	No	OFF_SL_17-817_M-17-817
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	OFF_SL_17-817_M-17-817
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_17-817_M-17-817
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	OFF_SL_17-817_M-17-817
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_17-817_M-17-817
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	OFF_SL_17-817_M-17-817
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-817_M-17-817
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-817_M-17-817

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	OFF_SL_17-817_M-17-817
Julia	Jazynka	jjazynka@energyfreedomcoalition.com	Energy Freedom Coalition of America	101 Constitution Ave NW Ste 525 East Washington, DC 20001	Electronic Service	No	OFF_SL_17-817_M-17-817
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	OFF_SL_17-817_M-17-817
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	OFF_SL_17-817_M-17-817
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