

RESIDENTIAL OPTIMIZE CHARGE

Minnesota Residential Terms & Conditions

This Pilot is applicable for three years from the original effective date of this rate schedule.

Available to residential customers under the Residential (A01,A03), Residential Time of Day (A02, A04), Residential Time of Use Pilot Program (A72, A74), Residential Electric Vehicle Service (A08), Electric Vehicle Home Service (A80, A81), Voluntary Electric Vehicle Charger Service (A76, A77), Residential Electric Vehicle Subscription (A82 and A84) for customers who own or lease light duty electric vehicles (EVs) and charge them at a home address that receives electricity from Northern States Power Company.

Participating customers agree to utilize the charging schedule they select during the enrollment process to shift EV charging into hours that are better for the power grid, while still meeting driving requirements, and agree to share essential enrollment and charging data with Xcel Energy.

BILL CREDIT

The Pilot is available to residential electric customers who own or lease a light-duty electric vehicle (EV). Participating customers will receive a yearly \$50 Bill Credit.

TERMS AND CONDITIONS OF SERVICE

1. Eligibility

1.1 Residential customers meeting the following criteria are eligible to participate in the Pilot:

- Own or lease an EV;
- Have an active Xcel Energy account that receives electric service in Minnesota under an eligible rate;
- Be a residential customer and charge an electric vehicle at the customer's home address in Minnesota;
- Use eligible charging equipment or drive an eligible vehicle;
- Complete a Pilot application and be selected by Xcel Energy to participate in the Pilot (Participation in the Pilot will be determined by Xcel Energy, in its sole discretion);

For a participating customer, failure to meet any of the above eligibility requirements at any time will void any obligation Xcel Energy has to provide the Bill Credit, and Xcel Energy may immediately terminate the customer's participation in the Pilot.

1. Customer Communications

- 2.1 Customer consents to receive communications from Xcel Energy relating to the Pilot in electronic or text-based form and sent to Customer's email address or phone provided during enrollment.

3. Compliance with Terms and Conditions

- 3.1 Xcel Energy reserves the right to refuse payment if the customer violates Pilot terms and conditions.

4. Pilot Requirements

- 4.1 Provide accurate and complete information as part of participation in the Pilot; Xcel Energy is not responsible for any harm caused by the customer or customer misstatements, misrepresentations, or failure to provide accurate and complete information.
- 4.2 If required by the Pilot Vendor (selected by Xcel Energy), the customer will: download any Vendor software application required for Pilot participation; install any Vendor hardware required for Pilot participation; comply with any Vendor terms and conditions; and meet any other requirements of the Vendor related to Pilot participation.
- 4.3 For customers relying on the use of a networked charging station for participation, the charging station must be connected to the Vendor's network via the customer's home Wi-Fi network and be able to maintain on-going and stable connection throughout the Pilot.
- 4.3.1 Customers driving eligible vehicles may supply their charging data through one of the Company's Pilot Vendors listed at www.xcelenergy.com. If customer is relying on the built-in telematics of their EV for participation in the Pilot, their EV must be connected to the Pilot Vendor; and
- 4.4 Customers agree to these Pilot Terms and to participate in the Pilot as set forth in these Pilot Requirements.

5. Sharing of Xcel Energy Customer Information

- 5.1 Xcel Energy will provide Vendors with data ("Customer Information"), including, but not limited to, one or more of the following: name, address, vehicle identification number (VIN), charging station serial number, and e-mail address, for the purposes of allowing the Vendor to carry-out services in relation to this Pilot. Upon enrolling, Vendors will share information about the customer's charging ("Charging Data") with Xcel Energy that includes but is not limited to when the customer plug-ins and charges the EV, how much energy is used in charging the EV, the state of charge of the vehicle before and after plugging in, and the use of a charging schedule.
- 5.2 Vendors will be required to follow all applicable rules and requirements for data sharing as defined by Minnesota Public Utilities Commission rulings.
- 5.3 Xcel Energy may share this data directly with service providers performing services on behalf of Xcel Energy, and will use this data to validate the customer's eligibility to participate in the Pilot, to study and evaluate the benefits that the Pilot provides to the power grid, in connection with proceedings before the Minnesota Public Utilities Commission, to design future EV and demand management programs, to support power grid planning and management, to share aggregated and anonymized findings, and to inform Program operations.
- 5.4 Customers will be able to opt-out of sharing non-essential data.
- 5.5 If the Customer withdraws from the Pilot or if the Pilot is discontinued by Xcel Energy, Xcel Energy and Manufacturers will cease the sharing of Xcel Energy Customer Information and Charging Data without reasonable delay.

6. Schedule Determination and Use

- 6.1 During enrollment, a customer will select a charging schedule from a set of options presented to the customer by Xcel Energy that will be used for the EV home charging under the Pilot. The charging schedule

is based on the customer's charging needs and the customer's answers to questions during the enrollment process. Customers who believe the charging schedule options presented will not meet the customer's charging needs can email Xcel Energy at electricvehicles@xcelenergy.com to discuss potential adjustment to the charging schedule.

- 6.2 Xcel Energy recommends automatically limiting EV charging to the hours allowed by entering the charging schedule into the EV charging station or into the EV smart application; however, a customer may implement the charging schedule in any manner that is suitable to the customer.
- 6.3 The customer may override the recommended charging schedule, without penalty, whenever it is necessary to meet the customer's driving requirements. The customer must, however, maintain the minimum threshold set forth in paragraph 7.1.

7. Participation Details

- 7.1 In order to remain enrolled in the Pilot, 25% of the participating EV charging sessions must be conducted during the customer-selected charging schedule. Xcel Energy will review participation on a quarterly basis and assess compliance for each full year of participation measured from the Enrollment Date. Xcel Energy will remove a customer from the Pilot if it has determined, at its sole discretion, that the customer did not meet this participation level.

8. Pilot Term and Withdrawal

- 8.1 Customer may withdraw from the Pilot at any time without penalty.
- 8.2 Xcel Energy may discontinue the Pilot at any time for any reason. Xcel Energy will make best efforts to provide Pilot participants a discontinuation notice at least thirty (30) days prior to such termination date.
- 8.3 Customer will notify Xcel Energy by emailing electricvehicles@xcelenergy.com in the event the customer wishes to unenroll from the Pilot, if the ownership of the EV enrolled in the Pilot changes, or if the customer moves out of Xcel Energy's Minnesota service territory.
- 8.4 If Xcel Energy becomes aware that the enrolled EV has changed ownership or that the customer has moved outside of Xcel Energy's Minnesota service territory, without first being informed by the customer, it will be deemed by Xcel Energy as a Customer-initiated termination of this Agreement.
- 8.5 If the customer terminates this Agreement prior to October 1 of any year that the Pilot continues, or if Xcel Energy terminates this Agreement because of the customer's failure to honor the terms of this Agreement at any time, or upon discovery of any tampering with vehicle equipment, then Xcel Energy shall have the right to terminate this Agreement immediately and discontinue payment of the Bill Credit.

9. Limitations

- 9.1 Pilot terms are subject to change any time. Please visit www.xcelenergy.com to determine whether any Pilot changes have occurred. Any material changes will be communicated the customer by e-mail using the e-mail address provided.
- 9.2 If customer enrolls more than one eligible vehicle or charging station, they will receive a Bill Credit for each vehicle and charging station enrolled. A single EV and charging station can only be enrolled to participate once—the same vehicle and charging station cannot be registered by multiple accounts.
- 9.3 Xcel Energy reserves the right to modify all Pilot incentives based on future performance, Pilot modifications, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to Customer by e-mail using the e-mail address provided by the Customer at least thirty (30) days prior to deployment of such changes.
- 9.4 Customer agrees not to tamper with vehicle, vehicle data, charging station, charging station data, or any hardware related to the Pilot and to reasonably attempt to restrict access by others attempting to tamper with the vehicle, vehicle data, charging station, charging station data, or Pilot-related hardware (as

applicable). If Xcel Energy or its Vendors identify any evidence of tampering, the customer will be removed from the Pilot. The customer agrees to protect and hold harmless Xcel Energy from any and all claims, damages and liability caused by the customer's fault or negligence, or customer's failure to comply. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against the customer, they agree to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. Customer agrees to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

- 9.5 Participation in the Pilot is entirely voluntary. Xcel Energy and vendor do not assume any responsibility for customer's EV, the inability to use or unavailability of the EV, or any damages to or incurred by the customer EV or charging station which may result from participation in the Pilot. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Xcel Energy or vendor be liable to the customer for special, indirect, exemplary, punitive, incidental, or consequential damages whatsoever including, without limitation, loss of profits or revenue, and in no event shall Xcel Energy's or Vendor's liability on any claim of any kind, or from any loss or damage arising out of or in connection with or resulting from the pilot, these pilot terms, or from performance or breach thereof, exceed the total amount of the participation reward.

10. Requirements

- 10.1 Customer agrees to maintain services needed to participate in the Pilot at no expense to Xcel Energy. These services may include but are not limited to subscription services with the Manufacturer of the enrolled vehicle to allow communication between the Manufacturer and the EV. Depending on the EV and the Manufacturer, this may require the Customer to activate and/or pay for a subscription. For further information, please communicate with the EV Manufacturer. This is applicable for customers that provide their Charging Data through one of the Vehicle Vendors listed at xcelenergy.com.
- 10.2 Customer agrees to maintain a functioning high-speed internet connection that allows the charging station to gather Charging Data at no expense to Xcel Energy. This is applicable for customers that provide their Charging Data to Xcel Energy through one of the Charging Station Vendors listed at xcelenergy.com.
- 10.3 Customer is responsible for maintaining in working order home EV charging or electrical equipment and the participating EV.
- 10.4 Customer is responsible for downloading any Vendor software application required for Pilot participation.
- 10.5 Customer responsible for installing any hardware from the Vendor that is required for Pilot participation.

11. Governing Law; Disputes.

- 11.1 The Customer and Xcel Energy agree that all disputes arising out of these Pilot Terms or the Pilot shall be subject to this section. The internal laws of the State of Minnesota, without regard to conflicts of law's provisions, govern the Pilot and these Pilot Terms and any action brought with respect to the Pilot Terms or the Pilot shall be brought in the courts located in Minneapolis, Minnesota.