



Green Button Program

Xcel Energy is looking forward to growing our list of Green Button service providers. To become a Green Button service provider, your company must provide one or more services that utilize Connect My Data, and be in Green Button compliance.

To submit an application for consideration as an Xcel Energy Green Button service provider, complete this application form and email it to greenbuttonsupport@xcelenergy.com. Application processing may take up to ten business days.

Company information

Company name (legal/registered) _____ Application date _____

Tax Identification Number _____ Website _____

Street address _____ City _____ State _____ ZIP _____

Mailing address _____ City _____ State _____ ZIP _____

If different from street address

Contact information

Xcel Energy requires contact information for each service area your company plans to offer services in.

Area	First name	Last name	Phone	Email
<input type="checkbox"/> Primary				
<input type="checkbox"/> Colorado				
<input type="checkbox"/> Michigan				
<input type="checkbox"/> Minnesota				
<input type="checkbox"/> Wisconsin				
<input type="checkbox"/> New Mexico				
<input type="checkbox"/> Texas				
<input type="checkbox"/> North Dakota				
<input type="checkbox"/> South Dakota				

Green Button service information

Company name (for display) _____

Service description (150 characters maximum)

Green Button service information (continued)**Type of service** (select all that apply)

- Financing Products Research Consultation Services

Service segment (select all that apply)

- Residential Commercial Industrial

Service category (select all that apply)

- Residential solar Energy management Gas products/service Community solar Energy Efficiency
 Electric vehicles Research Survey Offers and Rewards Energy supply company (ESCO)

Green Button Program Terms of Use**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE CHECKING "I agree" BELOW. (Page 3)**

Northern States Power Company, a Minnesota corporation, Northern States Power Company, a Wisconsin corporation, Public Service Company of Colorado, Southwestern Public Service Company, and Xcel Energy Services Inc. (collectively "Xcel Energy") have established a green button connect my data program ("GBC") which allows you, as a green button service provider ("You" or "Your"), to receive customer energy usage data from the applicable Xcel Energy company, if such customer authorizes the transfer of such data to you. Participation in Xcel Energy's Green Button Connect My Data ("GBC") program is contingent on and subject to Your acceptance of and adherence to these Green Button Program Terms of Use ("Terms of Use"). BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OF USE BY CLICKING "I AGREE", YOU (A) AGREE TO BE BOUND BY THESE TERMS OF USE, AND (B) REPRESENT AND WARRANT THAT IF YOU ARE AGREEING TO THESE TERMS OF USE ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS OF USE ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO THESE TERMS OF USE. YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.

- Xcel Energy reserves the right to change, implement, modify, or remove restrictions and limits to these Terms of Use at any time. Updates to these Terms of Use will be posted on the Xcel Energy website, xcelenergy.com. Your continued participation in the GBC following such change shall constitute your acceptance of such change and Your participation shall be subject to the updated Terms of Use.
- Through the GBC program, Xcel Energy provides its customers with the ability to consent to transfer of such customer's energy usage data ("Data") to third parties. You shall not be eligible to receive Data without such customer's prior electronic confirmation of authorization or written consent to such transfer.
- XCEL ENERGY MAKES NO REPRESENTATIONS ABOUT THE DATA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE ACCURACY, QUALITY OR VALIDITY OF THE DATA. ALL DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. XCEL ENERGY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE GBC PROGRAM OR THE DATA, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, XCEL ENERGY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF GBC PROGRAM OR THE DATA FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT GBC PROGRAM OR ANY DATA PROVIDED WILL:**
 - (I) BE UNINTERRUPTED OR ERROR-FREE, (II) MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR (V) BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE GBC PROGRAM OR THE DATA. OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE GBC PROGRAM, THE DATA OR THE USE OR INABILITY TO USE THE DATA, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THE GBC PROGRAM, THE DATA OR THESE TERMS OF USE, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
 - The Data may include technical inaccuracies or typographical errors. Changes are periodically added to the Data provided under the GBC. Xcel Energy may make improvements and/or changes to the Data and/or the GBC program at any time, with or without notice.
 - As a condition of your use of the Data, you shall not use the Data for any purpose that is unlawful or prohibited by these terms, conditions, and notices or for any use or purpose beyond the authorization and consent provided to You by the relevant Xcel Energy customer. You may not use the Data or the GBC program in a manner that unlawfully invades the privacy of another or without their consent or in any manner that could damage, disable, overburden, or impair any Xcel Energy server, or the network(s) connected to any Xcel Energy server, or interfere with any other party's use and enjoyment of the Data or the GBC. You may not attempt to gain unauthorized access to any Data, other accounts, computer systems or networks connected to any Xcel Energy server or to any of the Data, through hacking, password mining or any other means.

6. Xcel Energy will make reasonable commercial efforts to provide limited technical support to You during business hours as necessary to access the Data. However, Xcel Energy does not guarantee any level of service to You, verbally or in writing, and will not be responsible for any losses or expenses associated with an interruption, lack of responsiveness, or performance lag in the GBC program services.
7. Xcel Energy reserves the right to terminate or suspend Your participation in the GBC program or access to any or all of the Data at any time, without notice, for any reason whatsoever. Any violation of any of these Terms of Use shall be grounds for immediate and permanent suspension of You from the GBC program. Xcel Energy has no obligation to monitor Your use of the Data or Your participation in the GBC program.
8. To the extent permitted by applicable law, You covenant and agree to indemnify, defend and hold harmless Xcel Energy (including its officers and directors, employees and agents, as well as its divisions, affiliated companies and subsidiaries and their officers, directors, employees and agents) from and against any and all claims, demands, penalties, suits, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including investigatory costs, reasonable attorneys' fees, and any extra claims, obligations, payments and costs, however they may be described and arise, that Xcel Energy shall incur or suffer resulting from or arising out of: (a) Your failure to comply with all federal, state and local laws and regulations applicable to the Data or the use thereof; (b) Your breach of these Terms of Use; (c) unauthorized disclosure of the Data to any other third party or (d) Your access and use of the Data or Your acts or omissions with respect to Your use of the Data or participation in the GBC program.
9. You represent that you have, and will retain, reasonable technical ability to communicate and be interoperable with Xcel Energy's GBC services.
10. The laws of the State of Minnesota, without reference to conflict of law rules govern these Terms of Use and any dispute that might arise between you and Xcel Energy which pertains to these Terms of Use or Your participation in the GBC program. Any legal suit, action or proceeding arising out of, or related to, this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of United States District Court in each case located in the city of Minneapolis in the State of Minnesota, United States, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
11. These Terms of Use and any amendments thereto constitute the entire agreement between You and Xcel Energy with respect to Your rights to participate in the GBC program and Your access and use of the Data. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into these Terms of Use. 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 these Terms of Use 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. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

I agree

Representative signature _____ Date _____