

Xcel Energy Fleet Electrification Advisory Program Terms and Conditions

Xcel Energy offers the Fleet Electrification Advisor Program (the “**Program**”) for Xcel Energy electric customers who operate a Fleet of internal combustion powered vehicles. In exchange for the Customer’s participation in the Program, Xcel Energy will provide the participating Customer a rebate to reimburse the participating Customer amounts paid to the Authorized Advisory Services Provider for Authorized Advisory Services. The Customer’s participation in the Program and the payment of the Rebate is subject to and provided in accordance with the following Fleet Electrification Advisory Program Terms and Conditions (the “**Terms**”).

1. **Program Definitions.** The following definitions apply to these Terms:
 - 1.1 “**Authorized Advisory Service Provider**” means the third party service provider that has been identified and authorized by Xcel Energy to provide Advisory Services to the Customer.
 - 1.2 “**Advisory Services**” means the Fleet electrification advisory services Customer procures from the Authorized Advisory Service Provider under a separate agreement.
 - 1.3 “**Authorized Advisory Services**” means Advisory Services which have been approved by Xcel Energy in advance and for which Customer is eligible to receive a Rebate under these Terms.
 - 1.4 “**Customer**” means a non-residential customer of Xcel Energy who: (i) is located in an Xcel Energy electrical service territory, (ii) meets the eligibility requirements set forth in these Program Terms, (iii) has submitted a Program Application and (iv) has been selected by Xcel Energy to participate in the Program (such selection will be made in Xcel Energy’s sole discretion).
 - 1.5 “**Fleet**” means five or more vehicles that are: (i) owned by a public or private entity, (ii) centrally located and (iii) used to provide or distribute the Customer’s products or services.
 - 1.6 “**Program**” means Xcel Energy’s Fleet Electrification Advisory Program, under which Xcel Energy provides participating Xcel Energy customers a Rebate to support such customer’s efforts to assess the feasibility of EV acquisition and EV service equipment for the customer’s Fleet applications.
 - 1.7 “**Program Application**” means the application to participate in Program, which can be located at xcelenergy.com/FleetEVs.
 - 1.8 “**Rebate**” has the meaning set forth in Section 3 of these Terms.
 - 1.9 “**Xcel Energy**” means: (i) Northern States Power Company, a Minnesota corporation doing business as Xcel Energy (“**NSPM**”) if Customer is located in NSPM’s electric service territory; (ii) Northern States Power Company, a Wisconsin corporation doing business as Xcel Energy (“**NSPW**”) if Customer is located in NSPW’s electric service territory; (iii) Public Service Company of Colorado, a Colorado corporation doing business as Xcel Energy (“**PSCo**”) if Customer is located in PSCo’s electric service territory; or (iv) Southwestern Public Service Company (“**SPS**”) if Customer is located in SPS’s electric service territory.
2. **Program Requirements.** To be eligible to participate in the Program and for Customer to qualify for a Rebate, Customer must meet and continue to meet at all times the requirements set forth in this section (“**Program Requirements**”). Failure to meet any of the Program Requirements at any time will void any Rebate and Xcel Energy may immediately terminate the Customer’s participation in the program. The Program Requirements are as follows:
 - 2.1 Customer must qualify as an Xcel Energy non-residential customer located in an Xcel Energy service territory;

- 2.2 Customer must complete a Program Application, and be selected by Xcel Energy to participate in the Program (Participation in the Program will be determined by Xcel Energy, in its sole discretion);
 - 2.3 Customer must obtain Authorized Advisory Services for a Fleet located in Xcel Energy's service territory;
 - 2.4 All Fleet sites for which Customer obtains Authorized Advisory Services must be serviced by Xcel Energy;
 - 2.5 Customer will obtain Authorized Advisory Services only through Xcel Energy's Authorized Advisory Service Provider.
 - 2.6 Customer will identify and appoint the appropriate internal and external stakeholders to support its participation in the Program, provided, however, Customer shall at a minimum, appoint the following stakeholders as active participants in the Program: Fleet Managers, Agency leads responsible for Fleet budget decisions, procurement of vehicles, sustainability, facilities managers at potential charging locations, other key leadership/subject matter experts and decision- makers. Customer's Xcel Energy Account Managers must receive a copy of deliverables produced as a result of the Authorized Advisory Services and be made aware of the Rebate delivery.
 - 2.7 If the Authorized Advisory Services will require Customer to obtain telematics software and/or hardware (e.g. GeoTab), Customer must agree to work directly with the Authorized Advisory Service Provider to obtain the necessary software and/or hardware.
 - 2.8 Customer shall consent to receiving communications from Xcel Energy relating to the Program in electronic form sent to Customer's email address provided on the Program Application.
 - 2.9 Customer shall provide accurate and complete information as part of its participation in the Program. Xcel Energy is not responsible for any harm or inaccuracies caused by Customer or any of its representatives' misstatements, misrepresentations or failure to provide accurate and complete information.
3. **Rebate.** In exchange for Customer's participation in the Program and provided Customer has met and continues to meet the Program Requirements and is otherwise in compliance with these Terms, Xcel Energy will provide Customer a rebate in the amount paid by Customer for the Authorized Advisory Services ("**Rebate**"). The Rebate is subject to the following:
 - 3.1 All Authorized Advisory Services and amounts to be reimbursed through the Rebate must be pre-approved by Xcel Energy before Customer engages the Authorized Advisory Service Provider to perform Authorized Advisory Services. In no event will the Rebate exceed the actual preapproved amounts paid to the Authorized Advisory Service Provider for Authorized Advisory Services.
 - 3.2 The Rebate may only be claimed upon completion of the Authorized Advisory Services.
 - 3.3 Customer shall provide to Xcel Energy a completed Rebate application (in a form to be provided by Xcel Energy) which shall include a copy of a dated invoice or invoices, date of receipt of Authorized Advisory Services, and the account holder name and mailing address. Customer's failure to provide all required information and a dated sales receipt or invoice will result in a rejected Rebate application. All information on the receipt or invoice must match the information on the Rebate application or the Rebate application will be rejected.
 - 3.4 Xcel Energy will issue the Rebate in the form of a payment to Customer, and not utility bill credits. Only one Rebate will be issued per qualifying Fleet. Customer should allow at least six weeks after

submission of Customer's Rebate application for Customer's payment to be issued. Xcel Energy reserves the right to refuse payment of any Rebate and participation by Customer in the Program if Customer violates or otherwise breaches these Program Terms. If Customer participates in the Program, Customer is not eligible to receive a rebate for fleet and infrastructure assessments under a different Xcel Energy program.

- 4. Information Sharing.** As part of the Authorized Advisory Services provided by the Authorized Advisory Service Provider, Customer understands that it may be necessary for Xcel Energy to share Customer's electricity rate data and relevant information regarding the infrastructure located at or serving the Customer Fleet location with the Authorized Advisory Service Provider. Additionally, as part of the Program, Customer understands that the Authorized Advisory Service Provider will share aggregated data collected and used for the Authorized Advisory Services assessment, recommendations received from the assessment, key decisions made by internal Customer stakeholders and all procurement documentation that are used for EV procurement and/or infrastructure projects, including but not limited to the Fleet EV recommendation (number, model, procurement year of vehicles), charging needs and location, EV adoption count, and electric miles driven. All such data will be provided by the Authorized Advisory Service Provider at the Fleet aggregate level and will not include any individual vehicle or driver data or telematics. Xcel Energy may use such aggregate data in any manner. Finally, Customer agrees that it will not share data, recommendations or other deliverables gained from its participation in the Program or as a result of the Authorized Advisory Services with any third party, without first obtaining the written consent from Xcel Energy, *unless otherwise required by law.*
- 5. Program Term and Withdrawal.**

 - 5.1 These Terms shall remain in effect, unless terminated pursuant to other provisions of these Terms, until the Authorized Advisory Services have been completed for the Customer and the applicable Rebate has been provided.
 - 5.2 Customer may withdraw from the Program at any time, by providing written notice to Xcel Energy. In the event Customer withdraws from the Program prior to the completion of the Authorized Advisory Services, Customer forfeits any unpaid Rebate.
 - 5.3 Xcel Energy may discontinue the Program, terminate these Terms and Conditions or terminate Customer's participation in the Program at any time for any reason. Xcel Energy will communicate such discontinuance or termination to Customer by e-mail using the email address provided by Customer. Unless such termination or discontinuance is due to Customer's material breach of these Terms or failure to meet any of the Program Requirements, Xcel Energy will provide notice of termination at least 30 days prior to such termination date and will provide Customer a Rebate equal to the amounts, which were preapproved by Xcel Energy in accordance with Section 3.1 of these Terms, paid to the Authorized Advisory Service Provider for Authorized Advisory Services through the date of such notice. Following termination under this Section 5.3, Customer shall submit any claim for a Rebate in accordance with Section 3.3."
 - 5.4 Xcel Energy may discontinue the Program, terminate these Terms and Conditions or terminate Customer's participation in the Program at any time for any reason. Xcel Energy will communicate such discontinuance or termination to Customer by e-mail using the email address provided by Customer. Unless such termination or discontinuance is due to Customer's material breach of these Terms or failure to meet any of the Program Requirements, Xcel Energy will provide at least 30 days prior to such termination date *and will provide a rebate to the Customer for the expenses until the date of notice.*

6. **DISCLAIMER.** Customer's participation in the Program is entirely voluntary. Any and all Advisory Services are provided by the Authorized Advisory Service Provider and are not provided by Xcel Energy. Any Advisory Services obtained by Customer will be governed under a separate agreement entered into by and between Customer and the Authorized Advisory Service Provider. Xcel Energy does not assume any responsibility for, and shall not be liable for, any Advisory Services provided by the Authorized Advisory Service Provider. Without limiting the foregoing, Xcel Energy makes no representations or warranties, whether express or implied, and takes no responsibility and assumes no liability with respect to: (i) the Advisory Services; (ii) the performance or the failure of performance of the Advisory Services; (iii) any results, recommendations or deliverables produced or obtained from the Advisory Services; or (iv) decisions taken or not taken by Customer as a result of the Advisory Services. Customer is solely responsible for any actions taken or decisions made by Customer as a result of the Advisory Services or any recommendations obtained in the course of Customer's participation in the Program.
7. **Customer Indemnification.** *To the extent permitted by law,* Customer agrees to indemnify and hold harmless Xcel Energy from any and all claims, damages, liability costs and expenses (including reasonable attorney's fees) arising out of or resulting from or in any way connected with Customer's or its employees', agents', or contractors' negligent acts or omissions or willful misconduct, or Customer's failure to comply with these Terms.
8. **Terms Subject to Change.** The Program and these Terms are subject to change by Xcel Energy at any time. Please visit us at www.xcelenergy.com/fleetevs or call 1-800-895-4999 to determine whether any Program changes have occurred. Any material changes to these Terms will be communicated to Customer by e-mail using the e-mail address provided by the Customer.
9. **Limitations of Liability.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO 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 LIABILITY ON ANY CLAIM OF ANY KIND, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PROGRAM, THESE TERMS, OR FROM PERFORMANCE OR BREACH THEREOF, EXCEED THE REBATE.**
10. **Branding and Consumer Education.** The parties agree to discuss opportunities for Xcel Energy branding, consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Program.
11. **Governing Law; Disputes.** Customer and Xcel Energy agree that all disputes arising out of these Terms or the Program shall be subject to this Section 11. The internal laws of the following state(s), without regard to conflicts of laws provisions, indicated below govern the Program and the Terms and any action brought with respect to the Terms or the Program shall be brought in the corresponding location designated: (a) Minneapolis, Minnesota, if Northern States Power Company (Minnesota) is the contracting party for Xcel Energy; (b) Denver, Colorado, if Public Service Company of Colorado is the contracting party for Xcel Energy; (c) Amarillo, Texas, if Southwestern Public Service Company is the contracting party for Xcel Energy; and (d) Eau Claire, Wisconsin, if Northern States Power Company (Wisconsin) is the contracting party for Xcel Energy.
12. **General Terms.** These Terms are between the Customer and Xcel Energy and creates no third-party beneficiaries. Nothing in these Terms gives or shall be construed to give or provide any benefit, direct,

indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms. Customer may not assign any rights or delegate any of its responsibilities under these Terms, without the prior written consent of Xcel Energy. Any prohibited assignment or delegation shall be null and void. In the event any words, phrases, clauses, sentences or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Terms, and the remaining provisions of the Terms shall be construed consistent with the intent of the parties hereto as closely as possible, and the Terms, as reformed, shall be valid, enforceable and in full force and effect. The failure of either party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in these Terms shall not be deemed a waiver by that party of any subsequent breach or default in the said terms, conditions, or covenants by the other party. These Terms constitutes the complete and exclusive understanding of the parties concerning its subject matter. These Terms supersede all prior agreements and understandings (whether written or oral) between Xcel Energy and the Customer, with respect to the Program. Those provisions of these Terms which would require that they survive termination in whole or part in order to give them full force and effect will survive the termination, regardless of the date, cause or manner of the termination, as well as Xcel Energy's right to retain any data collected in connection with the Pilot Program.

13. **Communications/Notices.** If Customer has questions regarding the Program or these Terms or are required to provide a notice to Xcel Energy under these Terms, Customer must send such questions or notices to Xcel Energy by email to electricvehicles@xcelenergy.com.

Signature

Date