

# Electronic Data Interchange

## TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Customer"), and Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy ("Xcel Energy").

WHEREAS, Xcel Energy is engaged in the business of providing utilities and related service to the Customer located in Xcel Energy's service territory; and

WHEREAS, the Customer and Xcel Energy desire to facilitate their business relationship by substituting electronic transactions for certain paper-based transactions, such as billing and payment transactions, and

WHEREAS, the Customer and Xcel Energy desire to memorialize their agreement to use electronic data interchange and their agreement to be legally bound by electronic transactions as if they were paper-based transactions;

NOW, THEREFORE, the Customer and Xcel Energy agree as follows:

### ARTICLE 1. TERMS OF SERVICE

**Section 1.1** Use of Services. Availability of services offered to the Customer, including all information available through the services, is conditioned upon the Customer's acceptance of this Agreement. The Customer's continued use of the services constitutes the Customer's acceptance of this Agreement. If the Customer does not wish to be bound by this Agreement, the Customer may not use the services.

**Section 1.2** Access. Access to and use of certain services is restricted to authorized users with valid login credentials. The Customer is responsible for protecting any login credentials, including any passwords. The Customer agrees that the Customer will be responsible for any acts or omissions that occur through the use of the Customer's login credentials, including use of the Customer's login credentials by a third party. If the Customer has any reason to believe or becomes aware of any loss, theft or unauthorized use of the Customer's login credentials, the Customer must notify Xcel Energy immediately. Xcel Energy may assume that any communications received from the Customer's verified account or in any other way associated with the Customer's valid login credentials have been made by the Customer unless Xcel Energy has received a notice indicating otherwise.

**Section 1.3** Termination of Access. Xcel Energy reserves the right to (i) refuse or cancel any person's registration for the services, (ii) remove any person's credentials for accessing the services and prohibiting any person from using the services for any reason Xcel Energy deems appropriate in its sole discretion, and (iii) limit or terminate access to or use of the services at any time without notice. Termination of the Customer's access to or use of the services will not waive or affect any other right or relief to which Xcel Energy may be entitled, at law or in equity.

### ARTICLE 2. PREREQUISITES

**Section 2.1** Documents, Standards. Each party may electronically transmit to or receive from the other party (i) any of the transaction sets listed in the appendix hereto (the "Appendix"), and (ii) transaction sets that the parties by written

agreement may add to the Appendix from time to time ((i) and (ii) collectively, "Documents"). All Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in Appendix.

**Section 2.2** Third Party EDI Service Provider (VAN). Unless otherwise set forth in the Appendix or in a addendum hereto signed by the parties, Documents will be transmitted through a third-party service provider (a "Provider") selected by each party, and Documents shall be accessed through the transmitting party's Provider. Either party may change its Provider upon 30 days prior written notice to the other. As of the date hereof, the Provider selected by each party is set forth in the Appendix. Each party shall be responsible for all fees charged by the Provider of its choice.

**Section 2.3** Systems Operations. Each party, at its own expense, is responsible for ensuring that it can effectively and reliably transmit Documents in accordance with the terms hereof. Towards that end, each party shall, at its own expense, provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive Documents.

**Section 2.4** Data Security. The Customer agrees that beginning on the date that the services commence under the Agreement, the Customer shall maintain a reasonable information security program that includes technological, physical, administrative and procedural measures, that appropriately safeguard any Documents the Customer may receive from Xcel Energy and protects against any unauthorized access to or use of, inability to access, or malicious infection of, Xcel Energy systems (hereinafter, "Information Security Incident"). The Customer is responsible for the confidentiality and security of its systems and any Documents that the Customer receives from Xcel Energy pursuant to this Agreement. The Customer shall select only Providers, or other suppliers that may access any Documents or Xcel Energy systems, that the Customer determines to be capable of maintaining appropriate data security measures. The Customer shall contractually impose upon such Providers and other suppliers the same or substantially similar duties with respect to data security as imposed on the Customer by this Agreement. In all events, the Customer is and shall remain fully responsible for any act, errors or omission of any Provider or other supplier retained by the Customer.

**Section 2.5** Electronic Identification of Parties. Each party shall adopt an electronic signature or identifier to verify that such party originated the Document (an "Identifier"). The Identifier shall consist of symbol(s) or codes(s) which are to be affixed to or contained in each Document transmitted by such party. Any Identifier of a party affixed to or contained in any transmitted Document shall be sufficient and conclusive evidence to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Identifier of the other party. Each party shall have the right, on 20 days prior written notice, to change its Identifier. As of the date hereof, each party's Identifier is shown on the Appendix.

### ARTICLE 3. TRANSMISSION

**Section 3.1** Proper Receipt. Documents shall not be deemed to have been properly received until that Document is accessible to the receiving party at such party's "Receipt Computer" designated in the Appendix, and not the time at which the receiving party actually accesses the Document from the Provider. Each party shall be responsible for timely accessing the transmitting party's Provider.

**Section 3.2** Verification and Acceptance. To the extent, if any, that verification of receipt of any Document by the non-transmitting party is expressly required by the terms of this Agreement or the Appendix, the receiving party shall promptly and properly transmit a “functional acknowledgement” (as defined in the Appendix) to the transmitting party. A functional acknowledgement shall constitute conclusive evidence that a Document has been properly received.

**Section 3.3** Garbled Transmission. If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly (but in no event later than the next meter reading date) notify the origination party of same by transmitting a functional acknowledgement to the transmitting party. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

**Section 3.4** Payment. The Customer shall have the option of making all payments of its bills for energy and energy related products and services by means of check, electronic transfer of funds, or other method acceptable to Xcel Energy. In the event the Customer elects to pay by check, the Customer shall remit payment to: Xcel Energy, P.O. Box 9477, Minneapolis MN 55484-9477 or to such other address as Xcel Energy may from time to time establish by notice to the Customer. Each check that pays more than one account with Xcel Energy must be accompanied by a statement substantially in the form of Appendix 2 to this Agreement. In the event that the Customer elects to pay by electronic transfer of funds, the Customer shall: (1) notify Xcel Energy thereof by transmitting the payment and remittance advice specified in the Appendix; and (2) make payment to the financial institution and account noted in the Appendix; provided, however, that Xcel Energy, on 20 days prior written notice, shall have the right to change the financial institution or account or both. In the event the Customer makes payment by another method acceptable to Xcel Energy, the Customer shall make payments in accordance with such terms and conditions as shall be established by Xcel Energy as a condition of its acceptance of such other method of payment. Notwithstanding any other provision hereof, a payment made by check or electronic transfer of funds shall not be deemed to have been received by Xcel Energy until Xcel Energy has received immediately available funds in its account. In addition, notwithstanding any statement or assertion contained in Appendix 2 or any payment order, remittance information, or other information transmitted by Customer, acceptance of any partial payment by Xcel Energy shall not constitute satisfaction of any portion of the corresponding payment obligation greater than the amount paid by Customer. Xcel Energy shall have no responsibility or liability with regard to any such payment unless and until that payment is received as aforesaid. Xcel Energy shall have the right, in its sole discretion, to reject or otherwise return to Customer any funds which are transmitted with inaccurate or incomplete remittance information. All payments shall be due and payable at the same time as payments would otherwise have been due if the bills were mailed to the Customer. All charges incurred in paying any bills by electronic means shall be borne by the Customer, except for any charges imposed by Xcel Energy's financial institution for receipt of the transfer.

## ARTICLE 4. TRANSACTION TERMS

### Section 4.1 Terms and Conditions.

**(A)** This Agreement is to be considered part of any other written agreement referencing this Agreement or referenced in the Appendix. In the absence thereof, this Agreement shall constitute an independent agreement between the parties governing how energy and energy related products and services will be billed and paid; provided, however, that nothing contained herein shall be deemed to waive or modify any rights and remedies that Xcel Energy has under law in the event the Customer fails to timely pay its bills or in the event any check is returned for insufficient funds or the like. Xcel Energy shall have the right to modify any provision of this Agreement as and to the extent reasonably necessary to comply with newly imposed or amended laws, regulations or other regulatory requirements relating to Xcel Energy's rendition of energy and energy related products and services to Customer.

**(B)** The Customer may be entitled to receive certain information in conjunction with billings for energy and energy related products and services by virtue of statutes and rules, regulations, or orders issued by the regulatory body having jurisdiction over the location at which Customer receives such service. The Customer understands that it is not possible to transmit the information referred to above with this type of electronic billing. Xcel Energy agrees to provide this information either: (i) by placing it on its Internet site, which can be accessed by the Customer as provided in Appendix; or (ii) upon written request to Xcel Energy. If such information is not placed on Xcel Energy's web site and the Customer fails to make a written request for the information, the Customer waives its right to obtain such information in written form.

**Section 4.2** Discontinuance of Paper Billing. Electronic data interchange of Documents will undergo a period of testing during which Documents will be sent electronically and corresponding paper documents will be sent by mail for a mutually agreeable period of time. At the completion of the test period, if the parties determine the test to be successful, the mailing of paper documents will cease. In the event of any dispute during the test period, the paper document shall control. In the event of an interruption in Xcel Energy's ability to transmit Documents electronically as provided herein, Xcel Energy shall have the right to resume paper documents.

**Section 4.3** Legal Effect of Documents. Any properly transmitted Document pursuant to this Agreement shall be considered, in connection with any underlying transaction to which it relates or any other written agreement described in Section 4.1, or this Agreement, to be a “writing” or “in writing”; and any such Document when containing, or to which there is affixed, an Identifier (“Signed Documents”) shall be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

**Section 4.4** Legal Effect of Conduct of the Parties. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any underlying transaction to which it relates, and any other written agreement described in Section 4.1.

**Section 4.5** Validity and Enforcement. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Without limiting the foregoing, neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated in ordinary documentary form.

## ARTICLE 5. MISCELLANEOUS.

**Section 5.1** Termination. This Agreement shall remain in effect until terminated by either party with or without cause with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

**Section 5.2** Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

**Section 5.3** Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

**Section 5.4** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Xcel Energy is incorporated (as stated in the introductory paragraph hereof).

**Section 5.5**

## LIMITATION OF LIABILITY.

**(A)** THE CUSTOMER AGREES THAT XCEL ENERGY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DELAY OR FAILURE TO BILL THE CUSTOMER ON TIME, WHETHER CAUSED BY TECHNICAL OR COMMUNICATIONS PROBLEMS, AN INFORMATION SECURITY INCIDENT, OR OTHERWISE. IN ADDITION, THE CUSTOMER AGREES THAT IN NO EVENT SHALL XCEL ENERGY BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY ERROR IN ANY DOCUMENT OR THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, LOSS OF PROFITS BY CUSTOMER, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF DOCUMENTS, RECORD OR DATA, OR ANY INFORMATION SECURITY INCIDENT, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

**(B)** THE CUSTOMER'S USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. XCEL ENERGY RESERVES THE RIGHT TO RESTRICT OR TERMINATE THE CUSTOMER'S ACCESS TO THE SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. XCEL ENERGY DISCLAIMS ANY WARRANTIES THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SERVICES WILL BE SECURE; OR THAT THE SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE WILL BE VIRUS-FREE.

**(C)** THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION THE CUSTOMER SENDS OR RECEIVES DURING THE CUSTOMER'S ACCESS AND/OR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES.

**Section 5.6** Indemnification. The Customer shall defend, indemnify, save and hold harmless Xcel Energy, its officers, directors, employees, representatives and agents (collectively, "Xcel Energy Indemnified Parties") from and against all claims and liability, to the fullest extent allowed by applicable laws, including reasonable attorney's fees, settlement fees, costs of investigation and defense for any claim that arises from or is caused by (i) any breach of the Customer's representations, warranties, or covenants, breach of the duty of good faith and fair dealing, bad faith, violation of any applicable law or regulatory code, fraudulent, malicious, or dishonest acts of the Customer acting alone or in collusion with others during the term of this Agreement; (ii) any breach of this Agreement by the Customer; (iii) the Customer's use of any Provider or other supplier; or (iii) any Information Security Incident for which the Customer may be responsible under the terms of this Agreement.

**Section 5.7** Notices. All notices and requests furnished hereunder shall be in writing and either mailed or sent by facsimile to the other party to the addresses set forth below its signature (or to such other address as a party shall prescribe by notice).

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

**CUSTOMER** \_\_\_\_\_ By \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Address for notices: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**NORTHERN STATES POWER COMPANY, a Minnesota corporation  
d/b/a Xcel Energy**

By \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Address for notices: Xcel Energy  
414 Nicollet Mall  
Minneapolis, MN 55401  
Attention: EDI Program Manager  
Facimile No.: 612-330-5675

**APPENDIX 1** TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT**STANDARDS AND GUIDELINES**

The Standards applicable to this Agreement shall be the 4010 release of the American National Standard Institute (ANSI) X12 Standards. All data dictionaries and transmission controls referenced in that standard shall be applicable to this Agreement. In the event Xcel Energy elects to update the Standards to any new release, Xcel Energy shall give not less than six months notice to the Customer and by the expiration of such six month period, the Customer must upgrade to that new standard. The Guidelines applicable to this Agreement shall be: (i)

the guidelines of the Data Interchange Standards Association applicable to the Standards set forth above; (ii) to the extent applicable, the most current version of the Utility Industry Group Implementation Guidelines; and (iii) with respect to the electronic transfer of funds, the Rules of the National Automated Clearing House Association. In the event of a conflict between these guidelines and this Agreement, this Agreement shall control.

**DOCUMENTS**

TRANSACTION SET. NO.	DOCUMENT NAME OR DESCRIPTION	ACCEPTANCE REQUIRED? (YES OR NO)
810	Invoice	Yes
820	Payment and Remittance Advice	No
997	Functional Acknowledgement	Yes

**THIRD PARTY SERVICE PROVIDERS (VAN)**

(If the parties will be transmitting Documents directly, insert "NONE")

PARTY	NAME	ADDRESS	TELEPHONE NO.
Xcel Energy	None		
Customer			

**ELECTRONIC SIGNATURE OR IDENTIFIER**

Xcel Energy: \_\_\_\_\_

Customer: \_\_\_\_\_

**ADDITIONAL CONTACT INFORMATION**

(Please insert the name, telephone number, and contact information of any third party contractors retained by the Customer to effect electronic billing transactions. If none, leave blank.)

Name \_\_\_\_\_ Contact person \_\_\_\_\_

Address \_\_\_\_\_ Telephone no. \_\_\_\_\_

**RECEIPT COMPUTER**

PARTY	NAME	ADDRESS	TELEPHONE NO.
Xcel Energy			
Customer			

**DEPOSITORY INSTITUTION**

Bank name: \_\_\_\_\_

Address: \_\_\_\_\_

Bank routing no. \_\_\_\_\_ Account name: \_\_\_\_\_

Account number: \_\_\_\_\_ Please call for this information: **800-481-4700**.

Xcel Energy contact person: \_\_\_\_\_

Person at Xcel Energy authorized to change and amend the above information: \_\_\_\_\_

**REMITTANCE INFORMATION** (Required as indicated):

1. The following Remittance Information will be provided for each electronic transfer of funds payment:

- Billing Account Identification No(s).
- Amount Paid for each individual Billing Account Identification No.

2. Remittance Information Format: EDI Transaction Set 820 or NACHA CTX Format

**SECURITY PROCEDURES:**

The parties shall implement those security procedures and agreements necessary to establish and maintain compliance with the terms of this Agreement, including all security procedures required by each party's Provider.

**EXISTING AGREEMENTS** (if any) (Section 3.1(A)):

**INTERNET SITE:**

Xcel Energy's internet site is located at **xcelenergy.com**.

**INFORMATION:**

In addition to the electronic bills, Xcel Energy agrees to provide the following additional information to the Customer (if any):

APPENDIX 2 TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

The information set forth below is being furnished pursuant to the Electronic Data Interchange Agreement between us and is subject to the terms thereof. The enclosed check or checks are being furnished to pay the following accounts (insert additional lines if necessary):

Check Number	Xcel Energy Account No.	Amount (please include cents)

(Name of Customer)

By: \_\_\_\_\_

Its: \_\_\_\_\_

