**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Electric Service Agreement</td>
<td>7-2</td>
</tr>
<tr>
<td>2. Electric Service Agreement Peak Controlled</td>
<td>7-5</td>
</tr>
<tr>
<td>3. Automatic Throw-Over /Manual Throw-Over Dual Feeder Agreement</td>
<td>7-9</td>
</tr>
<tr>
<td>4. Western Area Power Administration Contract</td>
<td>7-15</td>
</tr>
<tr>
<td>5. St. Anthony Falls Upper Lock and Dam</td>
<td>7-36</td>
</tr>
<tr>
<td>6. Underground Gas and/or Electric Distribution Agreement</td>
<td>7-38</td>
</tr>
<tr>
<td>7. Overhead Service Form</td>
<td>7-44</td>
</tr>
<tr>
<td>8. Underground Service Form</td>
<td>7-46</td>
</tr>
<tr>
<td>9. Underground Distribution Agreement</td>
<td>7-49</td>
</tr>
<tr>
<td>10. Statement of Work Requested</td>
<td>7-52</td>
</tr>
<tr>
<td>11. Statement of Work Requested - Municipality</td>
<td>7-53.1</td>
</tr>
<tr>
<td>12. Advance Payment Subject to Reimbursement Form</td>
<td>7-54</td>
</tr>
<tr>
<td>13. Advance Payment by Note Subject to Reimbursement Form</td>
<td>7-56</td>
</tr>
<tr>
<td>14. Promissory Note</td>
<td>7-58</td>
</tr>
<tr>
<td>15. MN, ND &amp; SD Residential Underground Service Contract</td>
<td>7-60</td>
</tr>
<tr>
<td>16. My Account Online Agreement</td>
<td>7-62</td>
</tr>
<tr>
<td>17. eBill and eBill Payment Terms of Use</td>
<td>7-69</td>
</tr>
<tr>
<td>18. Interconnection Agreement – Federal Agency Distributed Generation under 2000 kW</td>
<td>7-75</td>
</tr>
<tr>
<td>19. One-Time My Account Payment Terms of Use</td>
<td>7-92</td>
</tr>
<tr>
<td>20. Voluntary Renewable*Connect Rider Service Agreement</td>
<td>7-98</td>
</tr>
<tr>
<td>21. Voluntary Renewable*Connect Government Rider Service Agreement</td>
<td>7-102</td>
</tr>
</tbody>
</table>

**Date Filed:** 11-12-15  
**By:** Christopher B. Clark  
**Effective Date:** 02-27-17  
**President, Northern States Power Company, a Minnesota corporation**  
**Docket No.:** E002/M-15-985  
**Order Date:** 02-27-17
ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, made this ______ day of ____________ , _______, by and between
NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall,
Minneapolis, Minnesota 55401, and ________________________________ "Customer”
engaged in the business of ____________________________.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. KIND OF SERVICE: Xcel Energy agrees to supply and Customer agrees to accept electric service in the
form of ________ Phase, ________ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a
nominal voltage of ________________________________, for Customer’s use solely
for the operation of electric equipment now installed by Customer on the property known as
____________________________________________________________________ located at __________________________.

2. CAPACITY COMMITMENT: Xcel Energy agrees to provide and keep available throughout the term of this
Agreement for Customer’s use at the above location ________ kilovolt-amperes of capacity. Xcel Energy also
agrees to provide additional capacity to an aggregate of ________ kilovolt-amperes upon reasonable notice
from Customer specifying the additional amount of capacity and the date same will be required. Reasonable
notice shall be construed as meaning ample time in which Xcel Energy can provide such additional capacity
in its system as may be necessary.

3. SERVICE INSTALLATION: Customer may be responsible at its cost to provide certain capabilities or
conditions prior to Xcel Energy’s installation of service, as provided in the General Rules and Regulations and/or
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 state regulatory commission in the state where service is
provided.

4. CHARGES: All charges applicable to Customer 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 state regulatory commission in the state where
service is provided.

(Continued on Sheet No. 7-3)

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-10-721 Order Date: 12-17-10
5. TERM: This Agreement shall commence at 12:01 A.M. on ____________, ________, and shall continue for a period ending at 12:01 A.M. on ____________, __________, and, if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated; provided, that in the event Xcel Energy continues to supply electric service to Customer at this location subsequent to the termination of this Agreement, the demands billed Customer during the eleven months preceding such termination shall be used in applying the rate during the first eleven months of such continued supply of electric service. This Agreement may not be reinstated for the same service within 12 months of the termination date unless the monthly demand minimums, subsequent to the termination date, have been satisfied.

6. RATES: All rates applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or 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 state regulatory commission in the state where service is provided.

7. PAYMENT OF BILLS: All bills are for services supplied by Xcel Energy in the preceding billing period and are payable at Xcel Energy's office on or before the Date Due stated on Xcel Energy's bills to Customer. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given Xcel Energy written notice of a different address for billing purposes.

8. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or 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 state regulatory commission in the state where the services are provided. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. This Agreement is also subject to Section(s) appearing under the heading “Additional Terms and Conditions” on the reverse side of or attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Xcel Energy.
ADDITIONAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE AGREEMENT

1. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the agreement dated __________, __________, between Xcel Energy and Customer for the supply of electric service at __________, except that Customer billing demands during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills.

2. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the Agreement dated __________, __________, between Xcel Energy and __________, to whose interest Customer has succeeded for the supply of electric service at __________, except that billing demands billed during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills owed by __________.

3. REFUND: Xcel Energy agrees that if at any time prior to the expiration of __________ (____) years, commencing on the effective date of this Agreement, Customer has paid $ __________ to Xcel Energy for electric service supplied under this Agreement, Xcel Energy will refund to Customer, without interest, the amount of $ __________ paid as a charge for making electric service available.

4. CANCELLATION OF MONTHLY FACILITIES CHARGE: In consideration of Xcel Energy installation of additional facilities, __________ agrees to pay to Xcel Energy installation plus removal costs minus salvage value of the removed facilities in the event the Customer leaves the service location or does not desire the additional facilities, at any time within ten years from date of this Agreement.

5. FACILITIES CHARGE: In consideration of Xcel Energy’s installation of additional facilities to provide (Basic Section Insert) __________, a service not normally available, __________ agrees to pay Xcel Energy the sum of $ __________ per month in addition to and with each monthly billing during the term hereof.

Basic Section Inserts

1) An excess service extension
2) A specific service location (and/or route)
3) For relocation of established distribution (and/or service) facilities
4) Service for intermittent equipment Examples: X-ray machines, arc welders, spot welders, seam welders, butt welders, etc.
5) Service for special service functions Examples: duplicate facilities, special switching, control equipment, etc.
6) Three phase service where single phase is adequate
7) For replacement of existing overhead facilities with underground facilities
8) A specific service voltage
9) Additional capacity at non-standard service area voltage
10) Transformation while remaining on the Primary Distribution Voltage Rate

Form 17-6848
THIS AGREEMENT, Made this ______ day of _____________, ______, by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc. hereinafter called the "Company," and ________________________________, hereinafter called the "Customer," engaged in the business of ________________________________, located at ________________________________.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. KIND OF SERVICE: Company agrees to supply and Customer agrees to accept electric service in the form of _______ Phase, _______ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _______, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as ________________________________ located at ________________________________.

2. ANNUAL MINIMUM DEMAND CHARGE: In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year hereunder, in accordance with the rate selected specified in Section 4 below, amount to less than the minimum demand charge specified in this rate schedule, the difference between such minimum demand charge and said net demand charge payment shall be included in the bill following the contract anniversary month and Customer agrees to pay same as a charge for service rendered.

3. TERM: This Agreement shall commence at 12:01 A.M. on ________________, ________, and shall continue for a period ending at 12:01 A.M. ________________, ________, and if not then terminated by at least six months prior written notice by either party for Tier 2 customers or by at least 36 months prior written notice by either party for Tier 1 customers, shall continue further until so terminated.
4. RATE: Customer agrees to qualify for and elects the Rate Schedule for ______________________________ , Tier_______ . Customer agrees to pay in accordance with the terms of Company's established Rate Schedule in effect from time to time in this locality for such Service, the established Rate Schedule now in effect being the one attached hereto. Effective with the term commencement date, the Rate Code is: ________ . However, the specific rate and Rate Code are subject to change following an annual evaluation of Performance Factor based on Customer's previous 12 months usage. This Rate and Rate Code change does not require Customer authorization. This Rate Schedule may provide for adjustment(s) pursuant to identified Rider(s). In addition to the rates specified, the Company shall collect any sales, use, excise or other such taxes and fees that are legally effective and applicable to the service provided.

5. PAYMENT OF BILLS: All bills are payable at Company's office on or before the date the bill is due for service supplied by Company in the preceding billing period. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given the Company written notice of a different address for billing purposes.

6. SERVICE INSTALLATION: Customer may be responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the General Rules and Regulations of Company and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed and both on file with the state Regulatory Commission.

7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This Agreement is also subject to Sections(s) ______ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.

8. MAXIMUM HOURS OF INTERRUPTION: Company agrees that the total intentional interruptions of controlled demand will not exceed 80 hours per calendar year for Tier 2 customers, 150 hours per year for Tier 1 customers, and 300 hours per year for Tier 1 Energy Controlled Service Rider customers.

9. CONTROL PERIOD NOTICE: Company will endeavor to give Customer one hour notice of commencement of control period.
11. EXPECTED MAXIMUM DEMANDS: For the term of this Agreement, Customer’s expected maximum annual adjusted demand is _______ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The Customer’s expected maximum summer season adjusted demand is _______ kW.

12. PREDETERMINED DEMAND LEVEL (PDL): Customer may elect either the standard or optional arrangement as specified below.

   **Standard:** Customer agrees to limit adjusted demand to _______ kW during control periods.

   **Optional:** Customer agrees to reduce adjusted demand by _______ kW during control periods. Customer’s PDL will be the monthly adjusted demand less the agreed to load reduction.

   Any customer with generating equipment which is operated in parallel with Company must comply with all requirements associated with Parallel Operations specified in the General Rules and Regulations of Company.

   The PDL may be revised **within or after the trial period** subject to approval by Company. If the revision of the PDL occurs **WITHIN THE TRIAL PERIOD**, the Customer pays the demand charge differential for the corresponding months of the contract in the trial period multiplied by the number of kilowatts (kW) the Customer increases the PDL. Charges for the failure to control to their PDL are forgiven. The Customer will be credited any paid penalties against the recalculated amount. If the revision of the PDL occurs **AFTER THE TRIAL PERIOD**, the same calculation is made for the most recent months up to but not to exceed 18. In this case, however, the Customer is responsible for the greater of the following: (a) the amount determined by multiplying the demand charge differential by the PDL increase, as described above, or (b) the total amount of any penalties paid/owed for failure to control load to the previous PDL.

13. TRIAL PERIOD AND CANCELLATION CHARGE: Company agrees that the first twelve months of this Agreement will be a trial period. Customer must notify Company in writing to terminate this Agreement during the trial period. If Customer terminates this Agreement during the trial period, Customer’s Peak Controlled Service or Peak Controlled Time of Day Service bills will be recalculated using the corresponding firm rate (General Service or General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the corresponding Peak Controlled rate. Also, Customer will receive a refund for any additional charges which were assessed during the trial period due to Customer failure to control load. A trial period for Peak Controlled Service or Peak Controlled Time of Day Service will not be available to any Customer account that has previously received either service, or the closed Peak Controlled or Energy Controlled Services.
13. (Continued)
Customer will pay a cancellation charge after the twelve month trial period if Customer terminates this Agreement and
elects to receive service from NSP on a non-interruptible basis or this Agreement is terminated as a result of any
default of Customer. Customers no longer receiving service from NSP upon termination of Agreement will not be
assessed the cancellation charge. The cancellation charge will be the difference between the billing amounts
described above, for the most recent 18 months for Tier 2 or 36 months for Tier 1 of Peak Controlled Service or Peak
Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed
during this 18 or 36 month period due to Customer failure to control load.

Additionally, if at any time this Agreement is terminated in any above described manner, Customer will be
charged all installation and removal costs for special equipment and facilities provided by Company for Peak
Controlled Service or Peak Controlled Time of Day Service.

14. FAILURE TO CONTROL: If in any month Customer fails to control load to predetermined demand level
when requested by Company, the additional charge specified in the Rules for Application of Peak Controlled
Services shall be applied to the amount by which Customer's maximum adjusted demand during any control
period exceeds predetermined demand. If Customer incurs three failures to control load to predetermined
demand level when requested by Company, the Company reserves the right to renegotiate the predetermined
demand level or remove Customer from Peak Controlled or Peak Controlled Time of Day Service. In a case
where Customer is removed from Peak Controlled or Peak Controlled Time of Day Service, Customer will be
subject to a cancellation charge specified in Customer's Electric Service Agreement.

15. GENERATING CUSTOMER CHARGE: Customer choosing the Optional Predetermined Demand Level
agrees to pay Company $________ per month for additional metering and billing expenses related to the use of
Customer-operated generating equipment to reduce adjusted demand during control periods, as described in
the Rules for Application of Peak Controlled Services.

NORTHERN STATES POWER COMPANY,
a Minnesota corporation (“Xcel Energy”)  CUSTOMER ____________________________
By ____________________________________________________________  By ____________________________
Title ____________________________  Title ____________________________

________________________________
Marketing Manager

________________________________
Service Policy

Date Filed:  11-02-12  By:  David M. Sparby  Effective Date:  12-01-13
Docket No.  E002/GR-12-961  Order Date:  09-03-13
AUTOMATIC THROW-OVER/MANUAL THROW-OVER DUAL FEEDER AGREEMENT

DATE:

CUSTOMER NAME:

CUSTOMER/EQUIPMENT LOCATION:

ESTIMATED COST:

TOTAL DEMAND NOT TO EXCEED: ______ kVA

IDENTIFY WHETHER CUSTOMER OWNED OR COMPANY OWNED ATO/MTO EQUIPMENT.

☐ COMPANY OWNED  ☐ CUSTOMER OWNED

IDENTIFY WHETHER ATO OR MTO EQUIPMENT.

☐ ATO  ☐ MTO

Northern States Power Company, a Minnesota corporation, is referred to as “Xcel Energy” or the “Company.”

The Customer’s and Company’s rights and obligations with respect to the Automatic Throw-Over / Manual Throw-Over (ATO/MTO) Service for the Customer at the above location are set forth and subject to the terms and conditions 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, including the tariffed ATO/MTO Dual Feeder Service and the tariffed version of this ATO/MTO Dual Feeder Agreement, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission. Each ATO/MTO installation requires a separate ATO/MTO Dual Feeder Agreement.

Customer payment to the Company of the above-identified estimated cost is required prior to the Company installing the ATO/MTO Facilities and/or “Excess Facilities” related to modifying its distribution facilities to accommodate the ATO/MTO Facilities.

This Agreement replaces and supersedes any prior agreement or understanding between the parties governing ATO/MTO or Dual Feeder service.

The term of this Agreement is ten years from the later of the date of this Agreement or the installation of the ATO/MTO Facilities, and shall continue thereafter on a month-to-month basis. The Agreement may be canceled by Customer at any time upon written or email notice to the Company. The Agreement may be canceled by Company following the initial ten year term upon 180 days written or email notice to Customer.

(Continued on Sheet No. 7-10)

Date Filed: 08-26-14  By: David M. Sparby  Effective Date: 11-19-14
Docket No. E002/M-14-684  Order Date: 10-20-14

S:\General-Offices-GO-01\PSF\Rates\Current\Mn_elec\Me_7_09_r02.doc
CUSTOMER NAME:  

Attachment “A”

One-Line Diagram is provided below or is attached.

Date Filed: 08-26-14  
By: David M. Sparby  
Effective Date: 11-19-14  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-14-684  
Order Date: 10-20-14
The Customer shall update the information and documents in this Attachment B to keep the information current while this Agreement is in force.

**Customer Documentation Showing:**

1. For the ATO/MTO Facilities in this Agreement, provide below or attach Customer escalation point of contacts, including for each such contact: name, title, office address, office and cell telephone numbers, and email address.

2. If the ATO/MTO Facilities in this Agreement are Customer owned, provide Customer’s primary and secondary electrical system design and operation procedures pertaining to the Customer-owned ATO/MTO Facilities.
CUSTOMER BUYBACK PROGRAM (Continued)

CANCELED

Date Filed: 06-15-11  By: Judy M. Poferl  Effective Date: 08-08-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-11-588  Order Date: 08-08-11

S:\General-Offices-OG-01\PSF\RA\Rates\Current\Mn_elec\Me_7_13_r07.doc
CUSTOMER BUYBACK PROGRAM (Continued)

Section No.  7
7th Revision Sheet No.  14

CANCELED

Date Filed:  06-15-11  By:  Judy M. Poferl  Effective Date:  08-08-11
Docket No.  E002/M-11-588  President and CEO of Northern States Power Company, a Minnesota corporation
Order Date:  08-08-11
Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

WESTERN AREA POWER ADMINISTRATION CONTRACT

(Continued on Sheet No. 7-16)

Date Filed: 11-02-05
Docket No. E002/GR-05-1428

By: Cynthia L. Lesher
President and CEO of Northern States Power Company

Effective Date: 02-01-07
Order Date: 09-01-06

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_15.doc
WESTERN AREA POWER ADMINISTRATION CONTRACT

Contract No. 99-USPR-160
Lower Sioux Indian Community
Northern States Power Company

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH LOWER SIOUX INDIAN COMMUNITY
AND NORTHERN STATES POWER COMPANY
FOR BILL CREDITING PROGRAM ARRANGEMENTS

Section

1. Preamble
2. Explanatory Recitals
3. Agreement
4. Term of Contract
5. Bill Crediting Program
6. Benefit
7. Implementation Responsibilities
8. Exhibit Made Part of Original Contract
10. Audit/Dispute Resolution

Page

1
2
3
3
4
5
8
8
10

Date Filed: 11-02-05
By: Cynthia L. Lesher
Effective Date: 02-01-07
President and CEO of Northern States Power Company
Docket No.: E002/GR-05-1428
Order Date: 09-01-06
1. PREAMBLE: This Contract is made this 28th day of March, 2001, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388), December 22, 1944, (58 Stat. 887), August 4, 1977, (91 Stat. 565), October 24, 1992, (106 Stat. 2776) and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor, hereinafter called the Contracting Officer, and the Lower Sioux Indian Community, a Native American Tribe recognized by the Indian Self Determination Act of 1975, 25 U.S.C. § 450b, as amended, hereinafter called Lower Sioux, Northern States Power Company, a corporation duly organized under and by virtue of the laws of the State of Minnesota, dba Xcel Energy, hereinafter called Northern States Power, its successors and assigns, each sometimes hereinafter individually called Party or Contractor, and all sometimes hereinafter collectively called the Parties.
2. EXPLANATORY RECITALS:


2.2 Western and Lower Sioux have entered into Contract No. 97-USPR-927, as amended, which identifies a bill crediting program as the means to provide the benefit of the allocation to Lower Sioux. Because Lower Sioux has elected to participate in the bill crediting program, the utility which serves Lower Sioux must enter into this Contract. Subject to the terms and conditions of this Contract, Northern States Power agrees to assist in the bill crediting program for Lower Sioux, subject to the approval by the State of Minnesota or any agency, board or commission thereof, or the United States of America or any agency, board or commission thereof, within 3 months of the date of the Contract. Northern States Power will make a good faith effort to work with the various entities to gain such approval.
2.3 The Parties desire to enter into this Contract to identify the responsibilities of each Party to enact the bill crediting program.

3. **AGREEMENT**: The Parties agree to the terms and conditions set forth herein.

4. **TERM OF CONTRACT**: This Contract shall become effective on the date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect for successive annual periods through December 31, 2020. This Contract may be terminated by any Party with 90 days advance written notice to all Parties prior to the expiration of any annual period. The Parties reserve the right to terminate this Contract if at any time any Party is found to be violating the obligations of this Contract or the spirit of this program.

5. **BILL CREDiting PROGRAM**: The bill crediting program shall provide the benefit of the firm power allocation to Lower Sioux utilizing existing transmission and distribution systems and existing power suppliers. Lower Sioux shall receive the benefit of the Western firm power allocated to it. The benefit is solely based upon the allocation, and does not represent an unbundling of any retail rate. The monthly Lower Sioux benefits will be based...
upon the total of the kilowatt-hour usage of the designated accounts of the eligible Lower Sioux beneficiaries, hereinafter called Beneficiaries. Beneficiaries of Lower Sioux shall receive a share of the tribal benefit as a credit to their power bill, as discussed further in Subsection 7.1. The credits will be applied to the billing statement for the designated accounts through Northern States Power’s existing billing processes. Participation by Northern States Power in the bill crediting program and the signing of this Contract does not provide Northern States Power with any ownership or entitlement rights in the preference power allocation. Nor does it nor is it intended to imply that Northern States Power is a preference entity or grant it preference status in accordance with Reclamation Law. Western will make a firm power sale to Northern States Power for MAPP or its successors accreditation purposes. No Contractual or beneficial relationship is intended nor created by this Contract between Northern States Power and the Beneficiaries, individually or as a group, or Western and the Beneficiaries, individually or as a group.

6. **Benefit:** Western agrees to sell energy designated for Lower Sioux to Northern States Power at a composite rate based upon charges under Western’s then current Schedule of Rates for Firm Power Service attached hereto. Western will sell the energy to Northern States Power so that Lower Sioux may

(Continued on Sheet No. 7-21)
receive the benefit associated with its preference power allocation. Also attached to this Contract, is Northern States Power’s then current Schedule of Rates for Firm Power Service, which shall be used to determine Northern States Power’s composite rate. Northern States Power’s composite rate shall be valid for a four-year period beginning at the time the Contract is signed and is subject to renegotiation by either Party at the conclusion of a four-year period. The Lower Sioux benefit is derived from the difference between the composite rate for energy from Western and the composite rate for energy from Northern States Power.

7. IMPLEMENTATION RESPONSIBILITIES:

7.1 *Lower Sioux:* Lower Sioux shall furnish to Northern States Power and Western the names and addresses, not to exceed 2 in number, or as mutually agreed, of Beneficiaries who are end-use customers of Northern States Power and eligible under the Notice of Final Procedures, 61 Fed. Reg. 41142, published on August 7, 1996, to receive the benefits from the bill crediting program as determined by Western. Northern States Power will implement the bill crediting program beginning of February 1, 2001, or as soon thereafter as possible, provided that Lower Sioux has submitted the Beneficiary List by that time. Lower Sioux shall have the right to change Beneficiaries after a 5 of 10
Western shall make available and Northern States Power shall purchase the energy designated for Lower Sioux as a result of the allocation from Western as provided for in Section 6 of this Contract. The amounts of energy purchased by and delivered to Northern States Power for each month of the year shall be a percentage of the energy designated for Lower Sioux as set forth in Exhibit A. The energy delivery schedule to Northern States Power shall follow as close as possible to the expected load pattern of the Lower Sioux designated accounts. Northern States Power shall maintain billing records in accordance with normal utility practices and shall credit monthly on each account of Beneficiaries, the benefit of the firm power allocation based on the Beneficiaries' energy usage. The methods of calculation are as follows:

Determination of Lower Sioux monthly credit associated with delivery of Western's energy to Northern States Power in dollars
Contract No. 99-USPR-160
Lower Sioux Indian Community
Northern States Power Company

MAE x PSD x (Northern States Power's CR - Western's CR) = BMC

where

MAE = Monthly Amount of Western's Energy Allocation to Lower Sioux as set forth in Section 2 of Exhibit A

PSD = Power Supplier Distribution Percent of Western's energy delivered by Northern States Power as set forth in Section 4 of Exhibit A

CR = Composite Rate

BMC = Beneficiaries' Monthly Credit

Determination of tribal beneficiary's monthly credit

(MBEU/MTBEU) x BMC = BPHSC

where

MBEU = Monthly Beneficiary's Energy Usage

MTBEU = Monthly Total Beneficiaries' Energy Usage

BMC = Beneficiaries' Monthly Credit

BPHSC = Beneficiary's Proportionate Monthly Share of Credit

Northern States Power shall furnish, on an annual basis, a summary of the amounts of benefit for firm power allocation credited to Beneficiaries to the Parties. Northern States Power shall deduct a $250 per month administrative fee for participation in this program.
7.3 Western: Western will sell to Northern States Power the proportionate share of energy as set forth in Exhibit A.

8. EXHIBIT MADE PART OF ORIGINAL CONTRACT: Exhibit A, attached hereto, is hereby made part of this Contract and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

9. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective July 10, 1998, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein. Pursuant to Provision 13.4, the Parties agree to implement a net billing procedure. Provisions 3, 5, 7-10, 12, 15, 19, 20-30, 33 and 36 shall not apply hereto.

10. AUDIT/DISPUTE RESOLUTION: Lower Sioux or its authorized representative shall have the right, during normal business hours, to examine and inspect the designated Beneficiaries' billing records of Northern States Power, to the extent permitted by law, and consistent with Northern States Power's policies regarding inspection of records, related to such transactions to verify the reasonableness and accuracy of the benefits. In the event of any dispute concerning the benefits provided to Lower Sioux related to the sale of energy

(Continued on Sheet No. 7-25)
Contract No. 99-UGPR-160
Lower Sioux Indian Community
Northern States Power Company

by Western, Lower Sioux and Northern States Power, shall attempt, in good
faith, to resolve such disputes. In the event such informal dispute
resolution does not provide a satisfactory resolution, either Lower Sioux or
Northern States Power may request a mutually agreed upon third party to
recommend a resolution to the matter in dispute.
Contract No. 99-LGPR-160
Lower Sioux Indian Community
Northern States Power Company

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the
day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By: Robert J. Yaris
Title: Power Marketing Manager
Address: P.O. Box 35800
Billings, MT 59107-35800

LOWER SIOUX INDIAN COMMUNITY

By: Roger Runquist
Title: Officer
Address: R.R. #1 P.O. Box 308
Morton, MN 56267

NORTHERN STATES POWER COMPANY

By: Carol J. Peterson
Title: Vice President
Address: 414 Nicollet Mall
Minneapolis, MN 55401-1990

(Continued on Sheet No. 27)

Date Filed: 11-02-05
Cynthia L. Lesher
President and CEO of Northern States Power Company

Effective Date: 02-01-07
Docket No.: E002/GR-05-1428
Order Date: 09-01-06

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_26.doc
CERTIFICATE

I, [Your Name], certify that I am the [Title] of the Lower Sioux Indian Community, a Native American tribe named as Lower Sioux or Tribe herein; that [Other Name], who signed the above Contract on behalf of the Tribe, was then its [Title]; that said Contract was duly signed for and in behalf of the Tribe by authority of its governing body and is within the scope of its governmental powers.

[Signature]

[Seal]

[Date]

(Continued on Sheet No.7-28)

Date Filed: 11-02-05
By: Cynthia L. Lesher
Effective Date: 02-01-07
Docket No.: E002/GR-05-1428
President and CEO of Northern States Power Company
Order Date: 09-01-06
CERTIFICATE

I, CAROL J. PETERSON, certify that I am the Agent Secretary of Northern States Power Company, the corporation named as Contractor herein; that Paul Bennewitz, who signed the above attached contract on behalf of such Contractor, was then its Vice President that such contract was duly signed for and in behalf of such Contractor by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature

Carole J. Peterson

3-19-2001

Catherine J. Cleveland
Notary Public - Minnesota
My Comm. Expires Jan 31, 2005

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_28.doc
EXHIBIT A
Contract No. 99-UGPR-160
Lower Sioux Indian Community
Northern States Power Company

1. This Exhibit A made this 28th day of ___March___, 2001, effective under
and as a part of Contract No. 99-UGPR-160 dated ___March 28___, 2001,
hereinafter called the Contract, shall become effective on the effective date
of the Contract, and shall remain in effect either until superseded by another
Exhibit A or until the termination of the Contract.

2. ENERGY AND DEMAND VALUES FOR BILL CREDITING PROGRAM ARRANGEMENTS:
Western has established, for each month of the year, values for the energy and
demand of Western to Lower Sioux as shown below:

<table>
<thead>
<tr>
<th>Billing Period</th>
<th>kWh</th>
<th>kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Season:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>946,434</td>
<td>1,905</td>
</tr>
<tr>
<td>December</td>
<td>1,076,016</td>
<td>2,197</td>
</tr>
<tr>
<td>January</td>
<td>1,100,456</td>
<td>2,301</td>
</tr>
<tr>
<td>February</td>
<td>1,068,361</td>
<td>2,310</td>
</tr>
<tr>
<td>March</td>
<td>978,429</td>
<td>2,017</td>
</tr>
<tr>
<td>April</td>
<td>941,587</td>
<td>1,816</td>
</tr>
<tr>
<td>Summer Season:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>873,846</td>
<td>1,837</td>
</tr>
<tr>
<td>June</td>
<td>943,839</td>
<td>2,048</td>
</tr>
<tr>
<td>July</td>
<td>1,014,360</td>
<td>2,075</td>
</tr>
<tr>
<td>August</td>
<td>1,036,987</td>
<td>2,063</td>
</tr>
<tr>
<td>September</td>
<td>931,790</td>
<td>2,009</td>
</tr>
<tr>
<td>October</td>
<td>896,502</td>
<td>1,849</td>
</tr>
</tbody>
</table>

1/ Energy amount for leap year will be 1,106,517 kWh.

3. Western unilaterally reserves the right to appropriately modify the above
energy and demand values in the event that the Contract Rate of Deliveries for
firm power for Lower Sioux are modified.

Date Filed: 11-02-05
By: Cynthia L. Lesher
President and CEO of Northern States Power Company
Effective Date: 02-01-07
Docket No.: E002/GR-05-1428
Order Date: 09-01-06
4. PERCENTAGE PARTICIPATION OF PARTIES: Listed below are the participating parties of the bill crediting program and the percentages of the energy and demand under Section 2 that is designated to Lower Sioux:

<table>
<thead>
<tr>
<th>Power Supply/Delivery Systems</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern States Power</td>
<td>100</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

This percentage shall be referred to as Power Supplier Distribution.
Northeast Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

WESTERN AREA POWER ADMINISTRATION CONTRACT (Continued)

(Continued on Sheet No. 7-32)

Date Filed: 11-02-05
By: Cynthia L. Lesher
Order Date: 09-01-06

Effective Date: 02-01-07

President and CEO of Northern States Power Company

Docket No.: E002/GR-05-1428

S:\General-Offices-GO-01\PSF\RAI\Rates\Current\Mn_elec\Me_7_31.doc
NORTHERN STATES POWER COMPANY

SCHEDULE OF RATES FOR FIRM POWER SERVICE

Northern States Power Company's (Northern States Power) composite rate for firm capacity and energy to be used in conjunction with the Bill Crediting Program is:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate (Cents/kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2001 – 12/31/2001</td>
<td>2.90</td>
</tr>
<tr>
<td>1/1/2002 – 12/31/2002</td>
<td>3.00</td>
</tr>
<tr>
<td>1/1/2003 – 12/31/2003</td>
<td>3.11</td>
</tr>
</tbody>
</table>

Northern States Power reserves the right to adjust these composite rates. Notification of rate changes will be provided 60 days prior to implementation.

Effective January 1, 2001

Date Filed: 11-02-05  By: Cynthia L. Lesher  Effective Date: 02-01-07
Docket No.: E002/GR-05-1428  President and CEO of Northern States Power Company
Order Date: 09-01-06
EXHIBIT A
(Energy and Demand Values for Bill Crediting Program Arrangements and Percentage Participation of Parties)

1. This Exhibit A made this 15th day of January, 2002, effective under and as a part of Contract No. 99-UGPR-160 dated March 28, 2001, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall, terminate and supersede Exhibit A dated March 28, 2001, and shall remain in effect until superseded by another Exhibit A or until the termination of the Contract.

2. ENERGY AND DEMAND VALUES FOR BILL CREDITING PROGRAM ARRANGEMENTS: Western has established, for each month of the year, values for the energy and demand of Western to Lower Sioux as shown below:

<table>
<thead>
<tr>
<th>Billing Period</th>
<th>kW</th>
<th>MWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Season</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>1,905</td>
<td>946</td>
</tr>
<tr>
<td>December</td>
<td>2,197</td>
<td>1,076</td>
</tr>
<tr>
<td>January</td>
<td>2,301</td>
<td>1,101</td>
</tr>
<tr>
<td>February 1/</td>
<td>2,310</td>
<td>1,068</td>
</tr>
<tr>
<td>March</td>
<td>2,017</td>
<td>978</td>
</tr>
<tr>
<td>April</td>
<td>1,816</td>
<td>942</td>
</tr>
<tr>
<td>Summer Season</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>1,837</td>
<td>874</td>
</tr>
<tr>
<td>June</td>
<td>2,048</td>
<td>944</td>
</tr>
<tr>
<td>July</td>
<td>2,075</td>
<td>1,014</td>
</tr>
<tr>
<td>August</td>
<td>2,063</td>
<td>1,037</td>
</tr>
<tr>
<td>September</td>
<td>2,009</td>
<td>932</td>
</tr>
<tr>
<td>October</td>
<td>1,849</td>
<td>897</td>
</tr>
</tbody>
</table>

1/ Energy amount for leap year will be 1,107 MWh.

3. Western unilaterally reserves the right to appropriately modify the above energy and demand values in the event that the Contract Rate of Deliveries for firm power for Lower Sioux are modified.
4. PERCENTAGE PARTICIPATION OF PARTIES: Listed below are the participating parties of the bill crediting program and the percentages of the energy and demand under Section 2 that is designated to Lower Sioux:

<table>
<thead>
<tr>
<th>Power Supply/Delivery Systems</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern States Power dba Xcel Energy</td>
<td>100</td>
</tr>
</tbody>
</table>

This percentage shall be referred to as Power Supplier Distribution.

WESTERN AREA POWER ADMINISTRATION
By: [Signature]
Title: Power Marketing Manager
Address: P.O. Box 36800
Billings, MT, 59107-5800

LOWER SIOUX INDIAN COMMUNITY
By: [Signature]
Title: Chairman
Address: R.R. #1 P.O. Box 308
Morton, MN 56270

NORTHERN STATES POWER COMPANY
DBA XCEL ENERGY
By: [Signature]
Title: Vice President
Address: 1099 18th Street, Suite 2200
Denver, Co 80202

Date Filed: 11-02-05
By: Cynthia L. Lesher
Effective Date: 02-01-07
President and CEO of Northern States Power Company
Docket No.: E002/GR-05-1428
Order Date: 09-01-06
1. In accordance with the Federal Energy Regulatory Commission (FERC), Order Issuing New License, Northern States Power Company, Project No. 2056, dated March 8, 2004, ("FERC Order") contracted electric demand and energy shall be furnished by Xcel Energy to the United States Army Corps of Engineers at no charge for the St. Anthony Falls Upper Lock which is used to operate and maintain the navigation facilities for the Upper St. Anthony Falls Dam.

2. The terms and conditions which apply are as set forth in the FERC Order, and to the extent not inconsistent with the FERC Order are as set forth in Xcel Energy’s Electric Rate Books.
CANCELED
UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR MIXED USE DEVELOPMENTS

AGREEMENT made this ___ day of ________, 20___, between Northern States Power Company, a Minnesota corporation (“Xcel Energy”) 414 Nicollet Mall, Minneapolis, Minnesota 55401, and___________, (“Developer”) (collectively, the “Parties”).

WHEREAS, Developer has requested Xcel Energy:
☐ to design and install underground electric distribution system (“System”) and provide electric service (“Service”)
☐ to design and install underground natural gas main(s) system (“System”) and provide natural gas service (“Service”)

to serve certain properties being developed and known as_______________, located in ______________, in the County of ______________, State of __________________________, and described more specifically on the map or plat attached hereto as Attachment A, incorporated herein by reference (hereinafter referred to as “Development Property”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the PARTIES hereto represent and agree as follows:

1.0 NATURE OF SERVICE. Subject to all terms and conditions contained herein and in Xcel Energy’s tariff(s) on file with the State Regulatory Commission in the state where the system is located, Xcel Energy shall install, own, maintain all facilities necessary to provide System and Service approximately as shown on Attachment A to serve the Development Property. Xcel Energy shall determine the exact location of its facilities.

2.0 CUSTOMER USE CRITERIA. This contract is based on the below noted usage data.

<table>
<thead>
<tr>
<th>Electric</th>
<th>Natural Gas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td># Customers</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Res. Space Heating</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
</tr>
<tr>
<td>Units in</td>
<td></td>
</tr>
<tr>
<td>Development</td>
<td></td>
</tr>
</tbody>
</table>

(Continued on Sheet No. 7-39)

Date Filed: 07-29-10
By: Judy M. Poferl
President and CEO of Northern States Power Company, a Minnesota corporation
Effective Date: 01-01-11
Docket No. E002/M-10-721
Order Date: 12-17-10
2.1 **Tariff Rate and Charges.** All rates and charges applicable to a Customer in the Development Property shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy’s Electric or Gas Rate Book for Customer’s specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

2.2 For this project the amount of Contribution In Aid of Construction (CIAC) collected in advance of construction by Xcel Energy is $__________ and according to the tariff a refundable payment of $__________ and/or a non-refundable payment of $__________.

3.0 **PAYMENT OF BILLS.** All bills for System and Service supplied by Xcel Energy in the preceding billing period are payable at Xcel Energy’s office on or before the due date stated on Xcel Energy’s bills to Developer. Any unpaid balance over $10.00 is subject to a late payment charge pursuant to the applicable tariff(s). Any payment for CIAC described above (if applicable) is due in advance of installation of service.

4.0 **TERMS AND CONDITIONS.** The System and Service hereunder shall be supplied for a residential and/or commercial customer’s use (as applicable) as provided in the General Rules and Regulations, and/or in the Rate Schedules of Xcel Energy’s Electric or Gas Rate Book as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

4.1 Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the Development Property. Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligations hereunder.

4.2 Developer grants Xcel Energy the exclusive right to distribute the Service elected under this Agreement to all residential, commercial and industrial building structures within the Development Property. If another entity distributes electric-related Service elected under this Agreement to any building structure within the Development Property, then the Developer may be required to reimburse Xcel Energy for Xcel Energy’s costs in the design and installation of the System in order to provide the Service. If another entity distributes natural gas-related Service elected under this Agreement to any building structure within the Development Property, then the Developer will be required to reimburse Xcel Energy for Xcel Energy’s costs in the design/material and installation of the System in order to provide the Service. Xcel Energy will determine the costs eligible for reimbursement in accordance with Minnesota Statutes, Minnesota Public Utilities Commission Rules, and its prevailing tariff provisions for the specific utility service.
4.0 TERMS AND CONDITIONS (Continued)

4.5 Prior to the installation of said System, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation, and maintenance of said System, will provide permanent access to said System and grants Xcel Energy the right to install, operate and maintain said System on the Development Property.

4.6 Xcel Energy shall endeavor to coordinate the installation of the System with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said System in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the System contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.

4.7 Developer agrees that, prior to Xcel Energy starting work on any segment of the System, Developer shall establish grades in the utility easement and System route which shall not be above or more than four (4) inches below the finished grade. In addition: (1) Developer will ensure the route of the System shall be accessible to Xcel Energy’s equipment; (2) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (3) Xcel Energy agrees to contact the state utility locating service to locate third party utility facilities (phone, cable, etc) on Development Property, however, Xcel Energy is not responsible for any damage to Developer-owned underground facilities not exposed or located at the time System and Service is installed; (4) Developer shall place marker stakes at all lot corners; and (5) Developer agrees to contact Xcel Energy prior to road base construction and install conduit crossings to locations on Development Property designated by Xcel Energy. Improperly installed conduits may result in additional charges to Developer.
4.8 Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of: (1) delays caused by Developer; (2) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc.; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the Service route, prior to the installation of said System; or (4) specific routes or preferred locations of underground System facilities made to accommodate the needs of Developer. Xcel Energy will backfill trench with existing soil. If additional backfill material is needed, eg. sand, etc., Developer will incur additional charges. Compaction along Service route and restoration of the construction area on Development Property is solely the responsibility of Developer.

4.9 The installation of the underground System may be subject to a winter construction charge if it is installed between October 1st and April 15th. Developer agrees to pay this charge in advance of construction if Xcel Energy determines winter conditions exist when the System facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Developer is ready to accept Service, executes this form, and notifies Xcel Energy in writing that the requirements of the Agreement have been fulfilled.

4.10 The System facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Developer, its contractors, or customers shall not entitle Developer, its contractor, or customers to any ownership interest or rights therein.

4.11 Developer agrees to maintain a minimum of 18-inch cover over all Xcel Energy natural gas Service laterals and 24-inch (at final grade) cover over natural gas main System facilities after installation. Developer agrees to maintain a minimum of 30-inch cover over electric primary cable and minimum of 24-inch cover over secondary cable (Service laterals).

4.12 Developer agrees to pay the cost of relocating any portion of said System facilities where the relocation was made to accommodate the needs of Developer or required because of subsequent alterations to any property within the Development Property.

4.13 For natural gas System and Service, Developer agrees to maintain sufficient space and support as designed by Xcel Energy for installation of Xcel Energy metering equipment. In addition, Developer agrees that this space shall be located a minimum of three (3) feet from electrical equipment, windows, downspouts, or air intakes as specified in the national fuel gas code, Section 2.7.2.
4.0 TERMS AND CONDITIONS (Continued)

4.14 For electric System and Service, Developer agrees to provide the following minimum clearance around
the transformer: front, 10 feet; sides and back, 2 feet; with the following exception: side facing building
must have 30” clearance. These clearances must be at the same grade as the transformers. If
screening is to be used, the area in front of the transformer must be left open or a hinged door, easily
operable by one person, must be provided. This area must be accessible 24 hours a day. Xcel
Energy will not be responsible for costs to repair obstruction if minimum clearance is not present.

4.15 Developer agrees to begin using Service within 90 days after Xcel Energy completes System and
Service installation. If Developer fails to use any of said Service, Xcel Energy may charge Developer:
(i) the reasonable cost of installing the System, less any customer contribution made; or (ii) the
Monthly Minimum Charge plus any applicable surcharges or taxes.

4.16 If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate
governmental unit, the permits, licenses, or authority necessary for the installation and operation of the
System, this Agreement shall be void and neither Party hereto shall have rights, duties or privileges
hereunder.

4.17 If Developer modifies the scope of work after this Agreement is executed, the Developer is responsible
for all costs associated with the agreed-upon modification.

5.0 ABANDONMENT; ASSIGNMENT. Developer agrees that if Developer or Xcel Energy terminates Service,
Xcel Energy has the right to abandon its System facilities in place. Developer will not assign this Agreement
except upon written consent of Xcel Energy, which shall not be unreasonably withheld.

6.0 ENTIRE AGREEMENT. This Agreement, together with all documents referenced herein or attached hereto,
constitutes the entire agreement between the Parties relating to the transaction described herein and
supersedes any and all prior oral or written understandings. No addition to or modification of any provision
hereof shall be binding unless (a) provided for in writing and signed by both Parties or (b) as provided in the
General Rules and Regulations and/or in the Rate Schedules of Xcel Energy’s Electric or Gas Rate Book for
Customer’s specific service, as they now exist or may hereafter be changed, on file with the state regulatory
commission in the state where service is provided.

7.0 GOVERNING LAW. This Agreement shall be interpreted and governed by the laws of the state in which the
Development Property is located.

8.0 ADDITIONAL TERMS. Additional terms, if any, are included in Attachment A, which is incorporated herein by
reference.

(Continued on Sheet No. 7-43)
Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION AGREEMENT (Continued)

Section No. 7
1st Revised Sheet No. 43

Developer
Northern States Power Company,
a Minnesota ("Xcel Energy")

(NAME) Laura McCarten
Regional Vice President
414 Nicollet Mall
Minneapolis, Minnesota 55401

(COMPANY)

(ADDRESS)

(CITY, STATE, ZIP CODE)

SIGNATURE: SIGNATURE:

PRINT FULL NAME: Laura McCarten
DATE: 01-01-11

Form 17-1905

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-10-721 Order Date: 12-17-10

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_43_r01.DOC
OVERHEAD SERVICE FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), extending its facilities to make
________________ volt, __________ phase, __________ wire overhead service available to

(Customer) ______________________________________________________________________________

at (Service Address) _______________________________ (City) ___________________________________

the sum of ___________________________________________ Dollars ($______)

will be paid to Xcel Energy by (if other than above) ____________________________________________

Address (if other than above) _________________________ City ___________________________________

In accordance with the following terms:

Credit Approval: ___________________________________________________________________________

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by _______________________

The undersigned Customer understands that such payment will give Customer no ownership interest in said facilities and said facilities shall at all times remain the sole property of Xcel Energy. Customer’s and Xcel Energy’s rights and obligations with respect to the facilities and the services provided through the facilities are subject to additional terms and conditions 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 state regulatory commission in the state where service is provided.

The undersigned Customer agrees to pay the cost of relocating any portion of said overhead facilities from the Company’s designated location needs.

Dated this ______________ day of __________________

Customer: Print Full Name __________________________
Signature _________________________________________

Xcel Energy Rep: Print Full Name __________________________
Signature _________________________________________

(Continued on Sheet No. 7-45)
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific service location or route</td>
<td>$________</td>
</tr>
<tr>
<td>Relocation of overhead lines</td>
<td>$________</td>
</tr>
<tr>
<td>Excess distribution construction</td>
<td>$________</td>
</tr>
<tr>
<td>Three phase service requested where Single phase is adequate</td>
<td>$________</td>
</tr>
<tr>
<td>Excess service extension</td>
<td>$________</td>
</tr>
<tr>
<td>Specific service voltage requested</td>
<td>$________</td>
</tr>
<tr>
<td>Temp. svc. KVA</td>
<td>$________</td>
</tr>
<tr>
<td>Other, explain</td>
<td>$________</td>
</tr>
<tr>
<td>Phase</td>
<td></td>
</tr>
<tr>
<td>Less than one year</td>
<td></td>
</tr>
<tr>
<td>More than one year</td>
<td></td>
</tr>
<tr>
<td>Transformers required</td>
<td></td>
</tr>
</tbody>
</table>

Xcel Energy Representative ____________________  Xcel Energy Work Order ______________________________

Construction $________  Removal $________  Total $________

Form 17-2758

Date Filed: 07-29-10  By: Judy M. Poferl  Effective Date: 01-01-11
Docket No. E002/M-10-721  President and CEO of Northern States Power Company, a Minnesota corporation
Order Date: 12-17-10
UNDERGROUND SERVICE FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") extending its facilities to make __________ volt, __________ phase, __________ wire underground service available to (Customer) __________________________________________________________________________ at (Service Address) _____________________________________________________________________________________________.

The sum of ___________________________________________ Dollars ($______________________________) will be paid to Xcel Energy by (if other than above) _____________________________________________________________________________________________.

Address (if other than above) ______________________________________ City/State/Zip__________________________________

In accordance with the following terms:

______________________________________________

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by ________________________________

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".

2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.

3. ______________________________________ agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.

4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.

(Continued on Sheet No. 7-47)

Date Filed: 07-29-10  By: Judy M. Poferl  Effective Date: 01-01-11
Docket No. E002/M-10-721  President and CEO of Northern States Power Company, a Minnesota corporation
Order Date: 12-17-10
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. ___________________ agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.

6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.

7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer's alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.

8. Customer must provide, at minimum, the following clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30” clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.

**Customer agrees to pay monthly Residential Service Underground rate of the type of installation indicated by a double asterisk.

☐ Applicable  □ Not Applicable

(Continued on Sheet No. 7-48)
Dated this ______ day of ________________________ Dated this ______ day of ________________________
Customer ______________________________________ Contractor ______________________________________
    Print Full Name    Signature                              Print Full Name    Signature
Customer Rep ______________________________________ Contractor Rep ______________________________________
    Print Full Name    Signature                              Print Full Name    Signature
Xcel Energy Rep ______________________________________ Xcel Energy Work Order # ______________________
    Print Full Name    Signature
Construction $ _______________ Removal $ _______________ = Total $ _______________

Form 17-2759

Date Filed: 07-29-10 By: Judy M. Poferl   Effective Date: 01-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No.  E002/M-10-721  Order Date: 12-17-10
UNDERGROUND DISTRIBUTION AGREEMENT

Xcel Energy Work Order # ____________

AGREEMENT made this __________ day of ______________, __________, between Northern States Power Company, a Minnesota corporation (“Xcel Energy”) and ______________________________________________ , hereinafter called “Developer”.

WHEREAS, Developer has requested Xcel Energy to provide an underground electric distribution system to serve certain properties being developed and known as ___________________________________________________.

Located on the following described real estate situated in the ___________________ of _____________, County of ________________________, State of _______________________________________, and more particularly described or depicted in the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the parties hereto agree as follows:

1. Subject to all terms and conditions hereinafter contained and in Xcel Energy’s tariff on file with the state regulatory commission in the state where the real estate is located, Xcel Energy shall install, own, and maintain all facilities necessary to provide an underground electric distribution system approximately as shown on the map or plat attached as Exhibit A to serve the above-described real estate. Xcel Energy shall determine the exact location of its facilities.

2. If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit the permits, licenses, or authority necessary for the installation and operation of said underground system, this Agreement shall be void and neither party hereto shall have rights, duties or privileges hereunder.

3. Prior to the installation of said system, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation and maintenance of said system, will provide permanent access to said system and does hereby grant Xcel Energy the right to install, operate and maintain said system on the above-described real estate.

4. Xcel Energy shall endeavor to coordinate the installation of said underground system with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said underground system in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the underground system contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.

(Continued on Sheet No. 7-50)

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11
Docket No. E002/M-10-721 Order Date: 12-17-10
5. Prior to the time the installation of any segment of said underground system is commenced by Xcel Energy, Developer shall establish grades in along the easement strip and system route which shall not be above or more than four (4) inches below the finished grade. In addition, Developer shall ensure that (a) the route of said underground system shall be accessible to Xcel Energy’s equipment; (b) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (c) all previously-installed underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) marker stakes at lot corners shall be placed by Developer at intervals designated by Xcel Energy.

6. In residential subdivisions, townhouse developments and mobile home parks where an underground distribution system and underground service laterals have been installed by Xcel Energy, customers served by such system shall be billed under the Residential Service-Underground rate listed in the applicable electric rate schedule.

7. In commercial, industrial and apartment developments where an underground distribution system and underground distribution laterals have been installed by Xcel Energy, charges will be made 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 state regulatory commission in the state where service is provided.

8. Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of (a) delays caused by Developer, (b) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., (c) paving of streets, alleys, or other areas prior to the installation of said underground system, or (d) specific routes or preferred locations of underground facilities made to accommodate the needs of the Developer.

9. Developer agrees to pay the cost of relocating any portion of said underground facilities from the Company’s designated location where the relocation is made to accommodate the needs of the Developer or required because of subsequent altering of the grade along the underground system route.

10. Said underground system installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the Developer or customer shall not entitle either to any ownership interest or rights therein.

11. The underground installation may be subject to a winter construction charge if it is installed between October 1 and April 15. Developer agrees to pay this charge if Xcel Energy determines winter conditions exist when the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of this Agreement have been fulfilled.

12. Developer agrees to provide the following minimum clearance around the transformer: front, 10 feet; sides and back, 3 feet; EXCEPTION: side facing building must have 30° clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day.

13. Developer shall not assign this Agreement without written consent of Xcel Energy.

14. This Agreement is automatically canceled if building construction has not started within two years from the date hereof:

(Continued on Sheet No. 7-51)
IN WITNESS WHEREOF; the parties have caused this Agreement to be executed the day and year first written above.

NORTHERN STATES POWER COMPANY,
a Minnesota corporation (“Xcel Energy”) 

DEVELOPER

Print Full Name ____________________________ Print Full Name ____________________________

Signature ____________________________ Signature ____________________________

Title ____________________________ Title ____________________________

Form 17-6740

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721 Order Date: 12-17-10
The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions 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 state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

($ ____________ )

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by

Northern States Power Company, Customer
a Minnesota corporation ("Xcel Energy")

Print Full Name and Title
Signature

Print Full Name and Title (if applicable)
Signature

(Continued on Sheet No. 7-53)
### FOR XCEL ENERGY USE

<table>
<thead>
<tr>
<th>Xcel Energy Representative</th>
<th>Xcel Energy Work Order #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction $</th>
<th>Removal $</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 17-7012

---

**Date Filed:** 07-29-10  
**By:** Judy M. Poferl  
**Effective Date:** 01-01-11  
**President and CEO of Northern States Power Company, a Minnesota corporation**

**Docket No.:** E002/M-10-721  
**Order Date:** 12-17-10

---

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_53.DOC
STATEMENT OF WORK REQUESTED
BY COUNTY, CITY, TOWN OR TOWNSHIP
FOR PROJECTS WITH ESTIMATED
CONSTRUCTION COSTS OVER $25,000

DATE: ______________________________________

WORK REQUESTED BY: ______________________________
[Insert Name of Municipality] (“Municipality”)

WORK LOCATION: ____________________________________

ADDRESS: _________________________________________

CONSISTING OF:

The following shall constitute the “Work” to be performed by Xcel Energy:

[Describe work, e.g. relocation of overhead electric distribution
facilities to an underground location with estimated start date
and expected duration]

Municipality agrees to pay Xcel Energy for Xcel Energy’s actual total cost of the Work, subject to the
Municipality’s right of cost review in accordance with the terms of this Statement of Work
(“Statement”). The current estimate for the Work is $ ___________ (“Estimate”). The Estimate is
comprised of the following major components:

Component    Sub-estimate

[Describe the various components comprising the Work and
the estimated cost of each component including loadings]

Total:________________________________________________________________________

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration
thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the
date of this Statement an initial payment of ($_____________) which is fifty (50) percent of the
Estimate (“Down Payment”).
All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy’s commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy’s then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality’s and Xcel Energy’s rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy’s actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy’s performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of $______________ is hereby acknowledged on behalf of Xcel Energy.

Date Filed: 04-02-15
By: Christopher B. Clark
Effective Date: 06-08-15
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-15-328
Order Date: 06-08-15

Z:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_53.2.docx
Northern States Power Company, a Minnesota corporation
a Minnesota corporation (“Xcel Energy”)

Print Full Name and Title

Signature

Address:

Phone:

E-mail:

Xcel Energy Work Order # ________________

Estimated Construction $ ________________

Estimated Removal $ ________________

Estimated Total $ ________________

Form 17-7012

Northern States Power Company, a Minnesota corporation and [Municipality]

Print Full Name and Title (if applicable)

Signature of Authorized Representative

Address:

Phone:

E-mail:

Xcel Energy Work Order # ________________

Estimated Construction $ ________________

Estimated Removal $ ________________

Estimated Total $ ________________

Form 17-7012

Date Filed: 04-02-15
By: Christopher B. Clark
Effective Date: 06-08-15
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-15-328
Order Date: 06-08-15
ADVANCE PAYMENT SUBJECT TO REIMBURSEMENT FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" is extending its facilities to make __________________ volt __________ phase, __________________ wire electric service available to __________________________________________________ (customer) as per attached "Exhibit A" titled ______________________________________________________________ to serve __________________ completed residential or commercial unit(s) ready to accept electric service at ____________________ (service address)
the sum of ____________________ Dollars ($ __________________)
in advance of construction.

This agreement applies to the following lots (parcels):

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by ____________________

Xcel Energy agrees to refund to the customer ____________________
for each additional residential or commercial unit served if 1) the extension is to one of the lots specifically referred to above; and 2) the extension is requested within five (5) years after the effective date of this agreement. The amount refunded shall not exceed the total amount the customer has advanced. The effective date of this agreement is ____________________.

NO REFUND SHALL BE MADE FOR ANY EXTENSION TO ANY LOT OR PARCEL OTHER THAN THOSE LOTS AND PARCELS SPECIFICALLY MENTIONED ABOVE.

Customer's and Xcel Energy's rights and obligations with respect to the facilities and the service provided through the facilities are subject to additional terms and conditions 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 state regulatory commission in the state where service is provided.

The electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the customer or customer's contractor, shall not entitle customer or the contractor to any ownership interest or rights therein.

The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer's alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.

Dated this ____________________ day of ____________________.

(Continued on Sheet No. 7-55)
CUSTOMER

Print Full Name    Signature

CUSTOMER REP

Print Full Name    Signature

XCEL ENERGY REP

Print Full Name    Signature

Division ___________________________________________  Project # ________________________________

Form 17-3164
ADVANCE PAYMENT BY NOTE SUBJECT TO REIMBURSEMENT FORM

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" is extending its facilities to make ______________ volt ___________phase, ___________wire electric service available to ____________________________________________(customer) as per attached "Exhibit A" titled _______________________________________________ to serve ______________ completed residential or commercial unit(s) ready to accept electric service at ______________________________________________________________ (service address) the sum of ___________________________________________________________ Dollars ($_________________) will be paid by Promissory Note payable to the order of Xcel Energy by (if other than above) ____________________________________________________________

(address)________________________________________(city) __________________________(state) __________(zip)____________________

This agreement applies to the following lots (parcels): ________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Xcel Energy agrees to reduce the principal balance of the Promissory Note by _______________ for each additional residential or commercial unit served if 1) the extension is to one of the lots specifically referred to above; and 2) the extension is requested within five (5) years after the effective date of this agreement. The reduction in total shall not exceed the original principal amount of the Promissory Note.

The effective date of this agreement is _____________________________________.

NO REFUND SHALL BE MADE FOR ANY EXTENSION TO ANY LOT OR PARCEL OTHER THAN THOSE LOTS AND PARCELS SPECIFICALLY MENTIONED ABOVE.

Said Promissory Note must be secured by an Irrevocable Letter of Credit in the amount of the unpaid principal balance of the Promissory Note, issued by an FDIC institution effective the date of the agreement and it must remain in force (or customer shall provide a replacement Irrevocable Letter of Credit for the then-outstanding principal balance of the Promissory Note) until the Promissory Note is paid in full.

Receipt of the Promissory Note is acknowledged on behalf of Xcel Energy by: ______________________________.

Customer’s and Xcel Energy’s rights and obligations with respect to the facilities and the services provided through the facilities are subject to additional terms and conditions 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 state regulatory commission in the state where service is provided.

(Continued on Sheet No. 7-57)

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721 Order Date: 12-17-10
The electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the customer or customer’s contractor, shall not entitle customer or the contractor to any ownership interest or rights therein.

The customer agrees to pay the cost of relocating any portion of said electric facilities made to accommodate customer’s needs.

Northern States Power Company, a Minnesota corporation (“Xcel Energy”)
Customer (Print Full Name) ________________________

Signature _____________________________________   Signature_______________________________________
Title __________________________________________ Title ___________________________________________
Date __________________________________________  Date __________________________________________

***************************************************************************************************************************************************

Xcel Energy Work Order # ______________  Construction $ _______________ Removal $ _________________
Total $ ________________________________________________

Form 17-7900

Date Filed: 07-29-10 By: Judy M. Poferl Effective Date: 01-01-11
Docket No. E002/M-10-721 Order Date: 12-17-10

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_7_57.DOC
PROMISSORY NOTE

$ ____________ 20

FOR THE VALUE RECEIVED, the undersigned ________________________________

(Promisor) promises to pay to the order of Northern States Power Company, a Minnesota corporation (“Xcel
Energy”) (Promisee), its successor or assigns at ________________________________________________
________________________________________________________________________________________

(or such place as they may hereafter designate in writing) the sum of ________________________________

Dollars ($ ____________ ) in lawful money of the United States of America.

Interest shall accrue on the unpaid principal balance of this Note at the rate of ______% per year.
Payments of accrued interest shall be made by Promissor on each anniversary date of this Note until the date
which is sixty (60) months following the date of this Note, when all principal and unpaid and accrued interest
shall be due and payable in full.

Failure to pay the interest when due shall constitute a default and Promisee may, at its option, demand
immediate payment of all principal and interest. Failure to exercise this option shall not constitute a waiver of
the right to exercise this option at a later date.

Promisor shall have the right to prepay this Note or any part thereof at any time without premium or
penalty. Any partial prepayment shall be applied first against accrued and unpaid interest, and the balance to
principal.

Presentment and demand for payment, notice of protest and dishonor are hereby waived by the
Promisor hereof as well as all endorsers and guarantors hereof. Upon default in any payment due hereunder,
Promisor agrees to pay all costs of collection including reasonable attorney’s fees.

This Note is secured by an Irrevocable Letter of Credit issued by __________________________________
________________________________________________________________________________________

(Continued on Sheet No. 7-59)
on the account of __________________________________________________________.

This Note shall be deemed a contract made under, and the rights, obligations and duties of the parties hereto
shall be governed by the laws of the State of ____________________________________________.

BY: __________________________________________

TITLE: _______________________________________

Form 17-7266
In this agreement, Northern States Power Company, a Minnesota corporation ("Xcel Energy") and the Customer ("I" or "my") agree as follows:

1. **Request for Electric Service.** I request that Xcel Energy install an underground electric service at the service address designated above, consisting of 120/240 volt, 1 phase, 3 wire. Xcel Energy agrees to install or have installed the facilities for electric service. I grant Xcel Energy any right, privilege or easement necessary to install, operate, own and maintain its electric service on the property.

2. **Installation Requirements.** I agree that prior to Xcel Energy starting work: (1) the route of Xcel Energy's service installation will be accessible to Xcel Energy's equipment; (2) I will remove all obstructions from the route at no cost or expense to Xcel Energy; (3) I will clearly expose all septic tanks, drainfields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, invisible fence, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route will not be above or more than four inches below the final grade. I agree Xcel Energy is not responsible for damage to Customer-owned underground facilities not exposed at the time of installation. Xcel Energy will contact the state utility location service to locate third party utility facilities (phone, cable, etc) on my property.

3. **Installation Cost Contribution.** I agree to pay an installation cost contribution provided in the Customer Charges section below and 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 state regulatory commission in the state where service is provided. I understand that I must pay this amount before Xcel Energy will install the electric service. I understand Winter Construction Charges may apply if I have not signed and returned this agreement and I have not forwarded my electrical inspection to Xcel Energy by October 1. I agree to pay Winter Construction Charges if Xcel Energy determines winter condition exists when the underground facilities are installed and I have not forwarded my electrical inspection to Xcel Energy by October 1.

4. **Restoration.** Xcel Energy will restore the boulevard, and will backfill the service trench on my property with existing soil. I am responsible for final compacting, loaming, seeding, sodding or watering of the service trench at my expense. I will also be responsible for restoration in areas where I have exposed my own underground facilities listed above.

(Continued on Sheet No. 7-61)
5. **Ownership of Facilities.** The underground electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by me or my contractor shall not entitle me or my contractor to any ownership interest or rights therein.

6. **Relocating Facilities.** I agree to pay the cost of relocating any portion of said underground facilities made to accommodate me or required due to altering of grade, additions to structures, installations of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other surface or subsurface condition which makes maintenance of Xcel Energy’s facilities impracticable.

7. **Underground Residential Service Rate; Xcel Energy’s Tariff.** I agree to pay applicable monthly rates related to underground residential service 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 state regulatory commission in the state where service is provided.

**CUSTOMER CHARGES** - the charges set forth herein comply with the Standard Installation and Extension Rules, 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 state regulatory commission in the state where service is provided.

<table>
<thead>
<tr>
<th></th>
<th>Replace overhead service line with underground service line</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Winter Construction Charge.</td>
</tr>
<tr>
<td></td>
<td>Preferred Service Location Charge</td>
</tr>
<tr>
<td></td>
<td>Other Charges</td>
</tr>
<tr>
<td></td>
<td>TOTAL AMOUNT DUE PRIOR TO CONSTRUCTION</td>
</tr>
</tbody>
</table>

Print Full Name  Date  
Customer Signature  
Xcel Energy Rep  

Reminder: Before Xcel Energy will perform the work you must sign and return this agreement with your payment.

Xcel Energy Work Order #  Rate Code  
Form 17-5709  White – Customer  Yellow – Xcel Energy

Date Filed:  07-29-10  By: Judy M. Poferl  Effective Date:  01-01-11  
Docket No.  E002/M-10-721  Order Date:  12-17-10
**XCEL ENERGY’S “MY ACCOUNT” ONLINE SERVICE TERMS AND CONDITIONS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE CHECKING “I agree” BELOW. YOU ARE ABOUT TO ENTER INTO AN AGREEMENT (THIS “AGREEMENT”) BY CHECKING “I AGREE” BELOW. THIS AGREEMENT IS INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS BETWEEN YOU AND THE XCEL ENERGY UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES. FOR CONVENIENCE, THOSE PUBLIC UTILITY COMPANIES ARE REFERRED TO COLLECTIVELY AS “XCEL ENERGY.” BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. 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. PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. **What is the Service?**

Xcel Energy’s “My Account” Online Service is a proprietary Internet application that will enable you to manage your utility account with Xcel Energy. This service will provide you with the ability to access your account online and review your billing and payment information; obtain information about your energy usage; maintain your account information; utilize available payment options/pay arrangements, such as eBill, eBill Payment, and One-Time My Account Payment; start/stop service by customers and landlords on behalf of tenants; submit online product/program requests; and access online energy audit, energy management and other self-service options (the “Service”). IN ADDITION, THESE TERMS WILL GOVERN YOUR USE OF XCEL ENERGY’S “ONLINE ENERGY MANAGEMENT” SERVICE WHICH IS AN ADDITIONAL FEATURE THAT YOU MAY BE ENTITLED TO RECEIVE. IF THE “ONLINE ENERGY MANAGEMENT” SERVICE IS AVAILABLE TO YOU, IT SHALL BE DEEMED PART OF THE “SERVICES” SUBJECT TO THESE TERMS AND THE PROVISIONS OF PARAGRAPH 17 WILL ALSO APPLY TO YOU. PLEASE REVIEW PARAGRAPH 17 TO MAKE SURE YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS RELATING TO YOUR USE OF THE ONLINE ENERGY MANAGEMENT SERVICE.

2. **What happens if I do not agree to this Agreement?**

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE “DO NOT ACCEPT” BUTTON OR CLOSE YOUR BROWSER SESSION. IF YOU DO NOT ACCEPT THIS AGREEMENT OR YOU MAKE ANY CHANGES TO THIS AGREEMENT, YOU WILL NOT BE ABLE TO USE THE SERVICE. YOU CAN CONTINUE TO RECEIVE YOUR BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT BY MAIL, PHONE AND OTHER MEANS PROVIDED BY XCEL ENERGY, BUT NOT THROUGH ONLINE ACCESS TO YOUR ACCOUNT. YOUR ACCEPTANCE OR NON-ACCEPTANCE OF THIS AGREEMENT WILL NOT AFFECT THE ELECTRIC AND/OR NATURAL GAS SERVICE YOU RECEIVE FROM XCEL ENERGY.

3. **Your right to use the Service.**

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for the purpose of managing your Xcel Energy utility account. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. This license is personal to you. Except as set forth in Section 5 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy grants similar licenses to other customers.

---

(Continued on Sheet No. 7-63)
4. Do not provide any inaccurate or false information to Xcel Energy.
As part of the registration process and your use of the Service, you may be asked to provide certain information to Xcel Energy, including, but not limited to, your name, address, social security number, account number and other information, in order for Xcel Energy to verify your identity and account information. You agree that you will not supply false contact information, impersonate any person or entity, or otherwise mislead Xcel Energy as to the origin or accuracy of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. The information provided by you may be used to determine your eligibility for access to the Service. If the information you have supplied is incorrect or is not up to date, Xcel Energy reserves the right to revoke your access to the Service. You agree that you will not attempt to obtain services by providing false information or accessing an account for which you have no actual authority to access. Actual or attempted unauthorized use of the Service may result in criminal and/or civil prosecution.

5. Can I authorize others access to my accounts through the Service?
Yes. The Service will enable you to designate individuals who you have authorized to access your account. These individuals, referred to as “Delegates”, will be permitted to access the Service to the extent you designate. Please consider the delegate designation carefully as these individuals will be able to perform certain actions using the Service, depending on the level of access you provide the Delegate. Access to My Account and the Services is controlled through the use of a unique User ID and password selected by you. The password must be held on a confidential basis by you and not generally given to other people. Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service. For that reason, you should only designate Delegates and thereby allow access to your account to people who you intend to assist you with management of your account. If you wish to only share your energy usage information with a third party, Xcel Energy has another mechanism by which you can share your energy usage information without sharing any other information maintained about your account.

Except for Delegates, you agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You shall not use or allow others to use the Service for any purpose not expressly permitted by this Agreement and you agree Xcel Energy is entitled to rely on any instructions or requests made through the Service using your User ID and password. Please note that only you may authorize Xcel Energy to release your customer information to a third party. Xcel Energy will not honor a request from your Delegate under this Agreement to release your customer information to any third party. We will share certain information about you (such as energy usage) with a third party only if you have previously authorized such disclosure in writing, using an approved consent form. See our Privacy Policy available at www.xcelenergy.com for more information about releasing customer information to a third party.

6. Will Xcel Energy ever ask for my password?
Xcel Energy representatives will never ask you for the password that you use to access the Service. You should reject any request for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy’s Privacy Policy, available at www.xcelenergy.com, allows us to help with an investigation where a subpoena for investigatory information has been issued to us. Xcel Energy may at our option change the Password parameters for access to the Service without prior notice to you, and if Xcel Energy does so, you will be required to change your password to comply with the new parameters the next time you enter My Account. You are solely responsible for maintaining, installing and operating your computer and software in using the Services. Xcel Energy is not responsible for errors or failures related to the malfunction of your computer or software.
7. What happens if I forget my password?

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to recover or reset your password, please contact Xcel Energy’s Customer Service using the contact information available at www.xcelenergy.com.

8. How Xcel Energy uses information supplied by you.

The information included in your Service profile including, but not limited to, your username, password, personal usage data and account data, is used as part of the Service. Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy Privacy Policy. XCEL ENERGY WILL NOT SELL YOUR PERSONAL INFORMATION TO OTHER COMPANIES, AND WILL NOT GIVE IT AWAY UNLESS YOU CONSENT. The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using My Account and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy Privacy Policy available at www.xcelenergy.com.

9. Xcel Energy's right to modify this Agreement, including to comply with applicable laws, rules and regulations.

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy’s provision of utility services to you (the “Commission”). If required, Xcel Energy will file a copy of this Agreement with such Commission. Please check the general terms and conditions of this Agreement regularly. In the future, Xcel Energy may want to modify this Agreement. If Xcel Energy does so, Xcel Energy will notify you of such modifications and, will inform you if the changes will have a material impact on your use of the Service or expose you to additional obligations or liability. Xcel Energy will ask you to consent to these changes by clicking “I Accept”. At that time, you will have the right to reject the modified material terms and terminate this Agreement and your access to the Service. Please note, however, that your continued use of this Web site and/or the Services after amendments are posted will constitute your acceptance of such amendments. The most up-to-date version of this Agreement will always be available for your review on this Web site. Each time you or a Delegate logs on to their profile you/they will have an opportunity to review this Agreement. If you have any questions about this Agreement, contact Xcel Energy’s Customer Service using the contact information available at www.xcelenergy.com.

10. Each party’s right to terminate this Agreement.

(a) This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and continue until the Services are terminated by Xcel Energy, you unsubscribe from the Services, or you no longer have an active service account with Xcel Energy. You may opt to discontinue use of the Service at any time by not accessing the Service. You may terminate your use of and access to My Account at any time by contacting Xcel Energy’s Customer Service using the contact information available at www.xcelenergy.com. If either party terminates this Agreement, your license and access to the Service will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the Service. In Xcel Energy’s sole and absolute discretion, we may, without notice, restrict or terminate your use of the Service, user accounts, usernames or passwords. Any such restriction or termination of the Agreement will not relieve you of obligations incurred and accrued prior to such date of termination, including, but not limited to, your obligations to pay Xcel Energy for any electric and/or natural gas utility services provided to you.

(b) Xcel Energy may change or add additional features or online services to My Account, as appropriate. Xcel Energy shall notify you of any such changes to features provided through the Service if Xcel Energy is legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

(Continued on Sheet No. 7-65)

(a) All text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you or representing your unique identifiable information (the “Content”) on the Service and Xcel Energy’s website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks “Xcel Energy” and the red “swirl” logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

12. Restrictions on your use of the Service.

(a) You may use the Service for lawful purposes only. You are prohibited from using the Service in a manner that would constitute a civil or criminal offense. You are prohibited from using the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy’s customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution. You are prohibited from using or infringing on the intellectual property of Xcel Energy or any third party. You are prohibited from installing or attempting to install or upload software viruses, mass mailings, chain letters or any form of spam or disruptive technological artifact. You only may exercise the rights granted to you in this Agreement within the United States.

(b) Because the Service is a software device that may be adversely affected by other computer applications and software programs, you agree to maintain reasonable security including antivirus, Internet firewall, or other software and/or systems in place to reduce the risk of unauthorized access to your account while you retrieve or post information. If you fail to implement reasonable security measures and someone else accesses your account(s) without your authorization, you are responsible for any transactions they initiate. Xcel Energy is not required to seek damages from a third party due to your failure to maintain the security of your computer or your computer’s Internet connection which has resulted in transactions under your account that you maintain were not authorized.

(c) While using the Service, you may not alter, interfere or disrupt the Content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, malware, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Service; or (ii) disproportionately burdens the delivery of the Service online.

13. Xcel Energy’s waiver of warranties and limitation of its liability.

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICES AND ON THIS WEBSITE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THEIR ACCURACY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, WE WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR
ANY INACCURACIES OR ERRORS IN THE SERVICE, THE CONTENT, OR EQUIPMENT PROVIDED RELATED TO THE SERVICE. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT ANY CONTENT OR SERVICE PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) 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 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 THE USE OR INABILITY TO USE THE SERVICE, THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE SERVICE, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR 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 THIS AGREEMENT OR THE CONTENT 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.

(d) YOU AND EACH AUTHORIZED DELEGATE FOR THE SERVICE INDEMNIFIES AND HOLDS XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE; LOSS OF USE OF THE WEBSITE, LOSS OF USE OR DAMAGE TO YOUR COMPUTER EQUIPMENT OR PRODUCTS OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA, PROGRAMS OR EQUIPMENT) ARISING OUT OF YOUR ACCESSING, BROWSING OR USING, OR YOUR INABILITY TO ACCESS, BROWSE OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE.

(e) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.


The Commission having jurisdiction and venue regarding this Agreement will depend on where you are receiving or have received utility service. If you are responsible for multiple premises, jurisdiction and venue may vary by premise if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the Service shall be resolved pursuant to the laws of such state, without reference to its principles of conflicts of laws.

15. General Terms.

This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the Service. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. 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 this Agreement 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. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

16. Additional Terms if you are a Governmental User.

The Service and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.


If you have been selected to receive access to Xcel Energy’s Online Energy Management Service and you choose to receive the service through a separate agreement with Xcel Energy, a proprietary Internet application will be made available to you that will enable you to view energy usage for your premises and monitor and control certain energy management products available from Xcel Energy and its third party providers.

18. eBill, eBill Payment, One-Time My Account Payment and Other Features

If you signup for eBill and/or eBill Payment service through My Account, you must also first agree to the eBill and eBill Payment Terms of Use. This Agreement also governs your use of the eBill and eBill Payment through My Account, and supplements the eBill and eBill Payment Terms of Use. You may still use other parts of the Services if you do not sign up for eBill or eBill Payment.

If you use the One-Time My Account Payment service through My Account, you must also first agree to the One-Time My Account Payment Terms of Use. This Agreement also governs your use of the One-Time My Account Payment service through My Account, and supplements the One-Time My Account Payment Terms of Use. You may still use other parts of the Services regardless of whether you utilize the One-Time My Account Payment service.

In the future, Xcel Energy may develop and provide other features and/or payment methods for use with My Account. In the event that such features and/or payment methods become available, you may be required to accept applicable terms and conditions prior to utilizing any such features/payment methods.

19. Force Majeure

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy’s reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

20. System Requirements

(a) Installation, Maintenance and Operation of Equipment

You are responsible for obtaining, installing, maintaining and operating all computer equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Account and the Services.

(Continued on Sheet No. 7-68)
(b) Browser Access and Internet Services

You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements established by Xcel Energy from time to time, available at www.xcelenergy.com/systemrequirements. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to this Agreement.

You are responsible for obtaining Internet services via the service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Services at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

In order to view this Agreement and receive electronic communications from Xcel Energy, you must have a valid e-mail address and a computer equipped to meet Xcel Energy's technical requirements. If your e-mail address changes, you will need to update it through your online account.

For applicable hardware and software requirements necessary for the proper operation of and access to My Account and the Services, please review the technical requirements available at www.xcelenergy.com/systemrequirements.

You may download and save a copy of this Agreement and, if you have a printer, you may also print a copy of this Agreement.

By checking on "I Agree" below, you confirm that you have computer hardware and software that meets the requirements above.

Please indicate below your acceptance of this Agreement by checking on "I Agree" below.

Date Filed: 01-13-15 By: Christopher B. Clark Effective Date: 02-27-15
Docket No. E,G002/M-15-43 Order Date: 02-27-15
1. Introduction

CAREFULLY READ ALL OF THESE TERMS OF USE BEFORE PROCEEDING. IF YOU DO NOT ACCEPT SUCH TERMS AND INDICATE YOUR ACCEPTANCE BELOW, THEN YOU WILL NOT BE PERMITTED TO USE eBILL AND/OR eBILL PAYMENT, BUT YOU WILL CONTINUE TO RECEIVE YOUR BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT BY MAIL (AND PHONE, IF AVAILABLE) AND THROUGH "MY ACCOUNT." YOU ALSO HAVE OTHER OPTIONS FOR MAKING PAYMENT.

BY CHECKING THE "I AGREE" BOX BELOW, YOU AGREE TO BE BOUND BY 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. PLEASE KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

Xcel Energy has made available to you online billing that allows you to view, print and save copies of your bills electronically after enrollment in the service ("eBill") and online bill payment that allows you to pay your Xcel Energy bills over the Internet ("eBill Payment"). These services are in addition to the other online account management services made available to you under "My Account." Your use of eBill and eBill Payment is governed by these terms of use (the "eBill Terms of Use") and the terms and conditions covering My Account, which can be found at www.xcelenergy.com. The terms of the My Account Agreement are incorporated herein by this reference. If you currently participate in the "Online View & Pay" program (OVP), you can enroll in eBill, and future bills will be available from the My Account site, and for through a third party vendor of Xcel Energy. After you enroll in eBill, you can view and pay your bill at the My Account site.

Please check the My Account Agreement and these eBill Terms of Use frequently, as Xcel Energy may from time to time unilaterally amend these eBill Terms of Use by posting revised language on this web site. The most up-to-date version of these eBill Terms of Use will always be available for your review on this web site. Amendments will become effective at the time they are posted on this web site, and your continued use of the eBill or eBill Payment after amendments are posted will constitute your acceptance of such amendments.

2. Description of and Use of eBill and eBill Payment

Xcel Energy reserves the right to modify or discontinue any or all services or features of eBill and eBill Payment at any time without prior notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

eBill allows you to view, print and save copies of your bills electronically after your enrollment in eBill. eBill Payment allows you to electronically pay your Xcel Energy bills over the Internet at My Account on a one-time or recurring basis from a checking or other account that you designate (your "Payment Account").

As a user of My Account and eBill, you represent and warrant that you are an individual or represent a business that has an existing account with Xcel Energy, and are able to access eBill or eBill Payment by using your User ID and password to sign in to My Account. To the fullest extent permitted by law, you are responsible for any obligations made to Xcel Energy via eBill using your Payment Account. You agree not to use eBill or eBill Payment in any manner that is illegal or that infringes on the rights of others. You may not resell or make any commercial use of eBill or eBill Payment without Xcel Energy's prior written consent.

(Continued on Sheet No. 7-70)

Date Filed: 01-13-15 By: Christopher B. Clark Effective Date: 02-27-15
President, Northern States Power Company, a Minnesota corporation
Docket No. E,G002/M-15-43 Order Date: 02-27-15
S:/General-Offices-GO-01PSF/RAI/Rates/Current/Mn_elecMe_7_69_r01.doc
3. Enrollment

If you are a residential or business customer of Xcel Energy and your account is eligible for eBill, you can enroll in eBill from the My Account site. If you have more than one service address associated with your Xcel Energy service account, you must contact Xcel Energy Customer Contact (contact information is available at www.xcelenergy.com) to synchronize your service addresses prior to enrolling in eBill. When you enroll in eBill, YOU WILL NO LONGER GET A PAPER BILL. If you are an existing Online View & Pay customer, your future electronic bills may be sent to a web site maintained by a third-party vendor of Xcel Energy, and you may be required to view your bills through such a web site.

By enrolling in eBill Payment, you must provide such information as may be requested by us to determine your eligibility. Including without limitation, your Payment Account number; Xcel Energy may refuse to provide eBill Payment to anyone at any time in our sole discretion. Xcel Energy will notify you by mail or electronic mail using your current billing or email address on file.

4. Changes to Information; Fees; Rejected Payments

As a My Account user, it is your responsibility to ensure that the contact and other required information in your user account is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Similarly, changes with regard to your bank or Payment Account must also be updated. Failure to do so may result in our continued use of old information. Xcel Energy will not be responsible for any mail forwarded to you by your old mailing or e-mail address before you have provided us with the updated information, nor will Xcel Energy be responsible for problems that may arise if you change your bank or Payment Account and do not provide us with the updated information. Changes can be made either within My Account service or by contacting Xcel Energy's Customer Service using the contact information found at www.xcelenergy.com. If you have set up recurring payments to occur automatically according to a specified frequency, these payments will continue to be processed against your current banking information on file until your change notice has been received and processed by Xcel Energy. One-time payments you have initiated will also be processed against your current banking information on file.

Although Xcel Energy will not charge a fee for your participation in this online program, you are solely responsible for the accuracy of your current banking information and for payment of any fees or charges imposed on you by your bank or financial institution as a result of your participation in My Account, eBill, or eBill Payment. However, if your payment is ever rejected, Xcel Energy will pass through to you any charges assessed against Xcel Energy for such rejection, and will charge you the standard check fee or other payment rejection fee on your next Xcel Energy bill, where such charges are permitted by the applicable regulations in your state. Information regarding such fees and late charges is available at www.xcelenergy.com. Where permitted by applicable law or regulation, Xcel Energy also reserves the right to taximize your participation in My Account, eBill and/or eBill Payment if your payment is rejected more than once within any consecutive 12-month period. Additionally, you are responsible for any Internet service fees that may be assessed by your telephone and/or Internet service provider.

5. eBill and Notice of Electronic Presentment

By registering for eBill in My Account, you will receive email and/or text message notifications through eBill when your Xcel Energy bill is issued, depending on the method of communication you choose. These bill-ready notifications will be sent to the email address and/or phone number you provided to Xcel Energy. You are responsible for obtaining Internet and cellular phone service via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Once you sign up for eBill, you will no longer receive Xcel Energy bills through the mail. Because these and some other transaction notices are being given pursuant to the agreement between you and Xcel Energy, you may opt-out from email communications related to My Account. You may opt-out from text message communications related to My Account. You may sign in to view your electronic bill, without making a payment. Another option is to sign in and view your bill online using eBill, and then pay your bill electronically through your Payment Account. Other payment options may also be available through My Account or elsewhere at www.xcelenergy.com.

Viewing the electronic bill summary information provided in eBill does not automatically pay the bill electronically from your Payment Account. You may pay your bill electronically by initiating a payment instruction through eBill Payment.

(Continued on Sheet No. 7-71)
6. Bill Payments

As used in these eBill Terms of Use, the following terms have the following meanings:

The “Payment Due Date” or “Due Date”

The Payment Due Date or Due Date is the latest date by which Xcel Energy must have posted your payment for your bill to be paid on time. Timely payment requires that payment be initiated by 4 PM Mountain Time (5 PM Central Time) on the Payment Due Date. However, if you choose the option to pay by a credit or debit card via our payment partner [a transaction fee applies and this option is not available in some states], payment must be initiated a minimum of one business day before payment is due. eBill payments initiated after 4 PM Mountain Time (5 PM Central Time) on any Business Day (the “Cutoff Time”) are considered submitted the next business day.

The “Payment Date”

The Payment Date is the date selected by you in My Account on which your payment will post to your Xcel Energy account and the date on or after which funds will be drawn or deducted from your Payment Account.

“Online Bill Payment”

Online Bill Payment means payments to us in the amount of your bill or another fixed or maximum amount you designate and on the day you specify when you set up eBill Payment through My Account.

7. Making Online Bill Payments

You may arrange for Online Bill Payment of your Xcel Energy bills by following the instructions on My Account and providing such other authorizations as may be required. Your set-up of eBill Payment will constitute your authorization to us to initiate one-time or recurring electronic debits to your Payment Account in the amount and at the times you specify. Xcel Energy is not responsible if you give incorrect instructions or not give your instructions sufficiently in advance to allow for timely payment. Any information you receive from us is provided for your convenience and is not guaranteed.

If the billed amount varies month-to-month and you have set up a recurring payment instruction, your bill from Xcel Energy will set forth the payment owed each month and the bill will constitute notice of the variable Online Bill Payment. You can enroll in “email alert” to inform you if a bill amount is greater than your specified maximum amount (the “Maximum Amount”). You can also utilize one-time Online Bill Payment. If your payment is less than the amount due, the unpaid amount will be added to your next bill balance and late payment charges may occur where permitted under applicable laws and regulations.

You can also pay your service bill online using your credit or debit card [a transaction fee applies]. Our payment partner can accept your payment any time and will post it to your Xcel Energy account by the end of the next business day. You may want to check if your credit/debit card payments are subject to individual transaction and daily limitations set by your bank and/or credit/debit card provider. Our credit/debit card payment partner accepts most major credit/debit cards and a transaction fee applies. Payment by credit or debit card is not available in some states.

Any change you make to your My Account preferences after a bill has been issued to you will be effective in the next billing cycle. However, you may update your Payment Account information at any time prior to initiating a payment. You must submit your instructions only through My Account, including but not limited to payment instructions, so that they are received no later than the Cutoff Time in order to have them considered entered on that particular Business Day. YOUR INSTRUCTION SHOULD BE ENTERED BY THE CUTOFF TIME ON THE DUE DATE TO ENSURE THAT THERE IS ENOUGH TIME FOR XCEL ENERGY TO POST THE PAYMENT TO YOUR ACCOUNT AND SUBMIT THE ELECTRONIC DEBIT TO THE PAYMENT ACCOUNT.
8. Canceling or Stopping Payments
You may cancel a scheduled Online Bill Payment that has not yet been processed at any time before the Cutoff Time for the scheduled Payment Date by (1) accessing the payment information found in My Account, or (2) by contacting Xcel Energy Customer Service (contact information available at www.xcelenergy.com).

9. Payment Account
In order to pay any of your bills online, the Payment Account from which you want to make payments must be entered into My Account. By entering information for the Payment Account into eBill Payment through My Account, you are authorizing Xcel Energy to initiate electronic debits to the Payment Account.

Xcel Energy is responsible for the timely and accurate processing of payment withdrawal requests to your bank or financial institution on your behalf following your instructions. You are responsible for the accuracy of your instructions and Payment Account information. Xcel Energy will not be liable for payments Xcel Energy makes or fails to make as a result of erroneous instructions or information.

It is your responsibility to have sufficient available funds in your Payment Account on the Payment Date for payments you schedule. Notwithstanding any instructions from you, Xcel Energy is under no obligation to process any payment on your behalf that: (1) exceeds the available funds in your Payment Account, as determined by your financial institution; (2) is not in accordance with the provisions of these eBill Terms of Use; (3) Xcel Energy has reason to believe may not be authorized by you; (4) would violate any law or regulation applicable to eBill Payment or your financial institution; and (5) is using a Payment Account that Xcel Energy has reason to believe is invalid. Online Bill Payments will be processed through the Automated Clearing House system or other electronic funds transfer network.

10. Dishonor of a Payment
If for any reason, such as insufficient funds, incorrect account information, bank or Payment Account closure or suspension or similar circumstances, your financial institution does not honor withdrawal instructions in connection with a payment, you agree that Xcel Energy can do any, or more than one, of the following, as applicable:

Xcel Energy can repeat the payment withdrawal request as allowed by banking requirements, until your bank funds the transfer request. However, Xcel Energy has no obligation to try debiting the Payment Account more than once.

Xcel Energy can deactivate your access to eBill Payment so that you may no longer make payments through eBill Payment or any other method within My Account.

Xcel Energy may use all legal remedies available to us to collect the amount due.

Xcel Energy will not be liable for late or cancelled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of your financial institution’s failure to honor instructions to make payments from your Payment Account, regardless of the reason for your bank’s refusal.

11. Your Obligation
You remain responsible for monitoring your use of eBill Payment and your Payment Account. You agree to review and verify payments made through eBill Payment as often as may be necessary or appropriate to ensure that all such payments are made in accordance with your instructions. You must review those payments as they are reflected on My Account and on the statements for your Payment Accounts, and inform Xcel Energy immediately if you believe that an error has occurred.
12. Account and History Information

You will be able to view your billing and payment history electronically at My Account by following the instructions at the site. After your enrollment in eBill, you will be able to view and print an electronic copy of your bills presented to you through eBill and/or through a third party vendor of Xcel Energy. You should review your payment history regularly to preserve your rights, including your right to dispute transactions that you believe are unauthorized.

13. Authorized and Unauthorized Use

If you permit other persons to use eBill Payment or your password, you are responsible for any transactions they authorize from your Payment Accounts. If you believe that your password has been lost or stolen or that someone has used or may use eBill Payment to make an unauthorized transfer or payment from your Payment Account using your password without your permission, notify Xcel Energy Customer Service immediately using the contact information available at www.xcelenergy.com.

14. In Case of Errors or Questions about a Payment

Xcel Energy is responsible for eBill Payment as described in these eBill Terms of Use and for resolving any errors made by Xcel Energy.

We will not send you a periodic communication listing payments that you make using eBill Payment. The payments will appear only on the statements issued by your bank or financial institution. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE STATEMENT YOU RECEIVE FROM YOUR BANK OR FINANCIAL INSTITUTION. If you have a question about one of these payments, you think an entry on your Payment Account statement is wrong or if you need more information about a payment initiated through eBill Payment, you must contact Xcel Energy Customer Service as soon as you can. Xcel Energy will investigate the issue and communicate the results to you.

15. In Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, you must notify Xcel Energy Customer Service as soon as possible using the contact information available at www.xcelenergy.com.

16. Records

Xcel Energy’s records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions and, in the absence of manifest error, will be binding and conclusive.

17. Data Recording

The information and messages you enter for eBill Payment may be maintained as part of our records. By using eBill Payment you consent to such data retention. Our use of your personal information maintained in My Account will be in accordance with our privacy policy available at www.xcelenergy.com.

18. Un-Enrollment of eBill and eBill Payment Service

If you wish to un-enroll in eBill or eBill Payment, you can do so from My Account. You may also contact Xcel Energy Customer Service using the contact information found at www.xcelenergy.com.

Upon un-enrollment from eBill, you will no longer be able to access eBill Payment, and you will no longer receive electronic bills through eBill. Your paper bill will resume and your past electronic bills presented during eBill enrollment

(Continued on Sheet No. 7-74)
will be available electronically in the Bill History section of My Account for viewing and printing. The cancellation of a specific eBill Payment during un-enrollment depends upon the un-enrollment date and your billing cycle date.

Xcel Energy reserves the right to deactivate your access to My Account and terminate your access to eBill Payment at any time with or without cause.

Scheduled payments in My Account prior to termination or un-enrollment will be treated as follows:

If your notice of termination to us is received after the Cutoff Time for the Payment Date, the payment process for that payment will be completed, subject to the provisions of these eBill Terms of Use.

If Xcel Energy receives your notice of termination before the Cutoff Time for the Payment Date, the payment will not be made. If Xcel Energy decides to terminate your access to eBill Payment for security reasons or if in our reasonable judgment Xcel Energy terminates your access to eBill Payment to prevent the occurrence of fraud, no further Bill Payments will be made as of the date Xcel Energy terminates your access. Any other termination by Xcel Energy will be subject to the terms of Xcel Energy's notice to you regarding such termination.

Any termination shall not affect your liability or obligations under these eBill Terms of Use that arose prior to such termination.

19. Notices

You agree that by subscribing to eBill, all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these eBill and eBill Payment Terms of Use may be sent to you via the communication method of your choosing (e.g., email and/or text message), or in any other manner permitted by law.

You are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier.

By checking on I Agree below, you indicate your acceptance of these eBill and eBill Payment Terms of Use.
Interconnection Agreement

State of Minnesota

Interconnection Agreement For Use with Federal Agencies with Distributed Generation Under 2000 kW, where all electrical facilities behind the primary meter are not owned by Xcel Energy

For the Interconnection of Extended Parallel Distributed Generation Systems with Xcel Energy

This Generating System Interconnection Agreement is entered into by and between Xcel Energy, and [INSERT NAME OF APPLICABLE FEDERAL AGENCY] (the “Interconnection Customer”). The Interconnection Customer and Xcel Energy are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party”.

In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

I. SCOPE AND PURPOSE

A. Establishment of Point of Common Coupling. This Agreement is intended to provide for the Interconnection Customer to interconnect and operate a Generation System with a total Nameplate Capacity of 2000 kWs or less in parallel with Xcel Energy at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.

B. This Agreement governs the facilities required to and contains the terms and condition under which the Interconnection Customer may interconnect the Generation System to Xcel Energy. This Agreement does not authorize the Interconnection Customer to export power or constitute an agreement to purchase or wheel the Interconnection Customer’s power. Other services that the Interconnection Customer may require from Xcel Energy, or others, may be covered under separate agreements.

C. To facilitate the operation of the Generation System, this agreement also allows for the occasional and inadvertent export of energy to Xcel Energy. The amount, metering, billing and accounting of such inadvertent energy exporting shall be governed by a separate Agreement. This Agreement does not constitute an agreement by Xcel Energy to purchase or pay for any energy, inadvertently or intentionally exported, unless expressly noted in a separately executed power purchase agreement (PPA).

D. This agreement does not constitute a request for, nor the provision of any transmission delivery service or any local distribution delivery service.

E. The Technical Requirements for interconnection are covered in a separate Technical Requirements document know as, the “State of Minnesota Distributed Generation Interconnection Requirements”, a copy of which as been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.

(Continued on Sheet No. 7-76)
II. DEFINITIONS

A. “Area EPS” is an electric power system (EPS) that serves Local EPS’s. For the purpose of this agreement, the Xcel Energy system is the Area EPS. Note: Typically, Xcel Energy has primary access to public rights-of-way, priority crossing of property boundaries, etc.

B. “Area EPS Operator” is the entity that operates the electric power system. For purpose of this agreement, Xcel Energy is the Area EPS Operator.

C. “Dedicated Facilities” is the equipment that is installed due to the interconnection of the Generation System and not required to serve other Xcel Energy customers.

D. “EPS” (Electric Power System) are facilities that deliver electric power to a load. Note: This may include generation units.

E. “Extended Parallel” means the Generation System is designed to remain connected with Xcel Energy for an extended period of time.

F. “Generation” is any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.

G. “Generation Interconnection Coordinator” is the person or persons designated by Xcel Energy to provide a single point of coordination with the Applicant for the generation interconnection process.

H. “Generation System” is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.

I. “Interconnection Customer” is the party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.

J. “Local EPS” is an electric power system (EPS) contained entirely within a single premises or group of premises.

K. “Nameplate Capacity” is the total nameplate capacity rating of all the Generation included in the Generation System. For this definition the “standby” and/or maximum rated kW capacity on the nameplate shall be used.

L. “Point of Common Coupling” is the point where the Local EPS is connected to Xcel Energy.
II. DEFINITIONS (Continued)

M. “Point of Delivery” is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

N. “Technical Requirements” are the State of Minnesota Requirements for Interconnection of Distributed Generation.

III. DESCRIPTION OF INTERCONNECTION CUSTOMER’S GENERATION SYSTEM

A) A description of the Generation System, including a single-line diagram showing the general arrangement of how the Interconnection Customer’s Generation System is interconnected with Xcel Energy’s distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shows the following:

1) Point of Delivery (if applicable)

2) Point of Common Coupling

3) Location of Meter(s)

4) Ownership of the equipment

5) Generation System total Nameplate Capacity: ____ kW (insert amount, must be less than 2000 kW under this Agreement)

6) Scheduled operational (on-line) date for the Generation System.

IV. RESPONSIBILITIES OF THE PARTIES

A) The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practices.

B) Interconnection Customer shall construct, operate and maintain the Generation System in accordance with the applicable manufacturer’s recommended maintenance schedule, the Technical Requirements and in accordance with this Agreement.

(Continued on Sheet No. 7-78)
V. CONSTRUCTION

The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Minnesota and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter’s Laboratory), Technical Requirements and local building codes and other applicable ordinances in effect at the time of the installation of the Generation System.

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT

A) This agreement includes the following exhibits, which are specifically incorporated herein and made part of this Agreement by this reference: (if any of these Exhibits are deemed not applicable for this Generation System installation, they may be omitted from the final Agreement by Xcel Energy.)

1) Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering. Exhibit B has been intentionally omitted.

2) Exhibit C – Engineering Data Submittal – A standard form that provides the engineering and operating information about the Generation System.

VII. TERMS AND TERMINATION

A) This Agreement shall become effective as of the date when both the Interconnection Customer and Xcel Energy have both signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

1) The Parties agree in writing to terminate the Agreement; or

2) The Interconnection Customer may terminate this agreement at any time, by written notice to Xcel Energy, prior to the completion of the final acceptance testing of the Generation System by Xcel Energy. Once the Generation System is operational, then VII.A.3 applies. Upon receipt of a cancellation notice, Xcel Energy shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible; or
VII. TERMS AND TERMINATION (Continued)

3) Once the Generation System is operational, the Interconnection Customer may terminate this agreement after 30 days written notice to Xcel Energy, or

4) Xcel Energy may terminate this agreement after 30 days written notice to the Interconnection Customer if:
   a) The Interconnection Customer fails to interconnect and operate the Generation System per the terms of this Agreement; or
   b) The Interconnection Customer fails to take all corrective actions specified in Xcel Energy’s written notice that the Generation System is out of compliance with the terms of this Agreement, within the time frame set forth in such notice, or
   c) If the Interconnection Customer fails to complete Xcel Energy’s final acceptance testing of the generation system within 24 months of the date proposed under section VII.A.

B) Upon termination of this Agreement the Generation System shall be disconnected from Xcel Energy. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities that it now or hereafter may own, unless otherwise specified.

A) Technical Standards: The Generation System shall be installed and operated by the Interconnection Customer consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); and local building and other applicable ordinances in effect at the time of the installation of the Generation System.

B) Right of Access: At all times, Xcel Energy’s personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the electric power system safely and to provide service to its customers. If necessary for the purposes of this Agreement, the Interconnection Customer shall allow Xcel Energy access to Xcel Energy’s equipment and facilities located on the premises.

(Continued on Sheet No. 7-80)
VIII. OPERATIONAL ISSUES  (Continued)

C) **Electric Service Supplied:** will supply the electrical requirements of the Local EPS that are not supplied by the Generation System. Such electric service shall be supplied, to the Interconnection Customer’s Local EPS, under the rate schedules applicable to the Customer’s class of service as revised from time to time by Xcel Energy.

D) **Operation and Maintenance:** Not applicable.

E) **Cooperation and Coordination:** Both Xcel Energy and the Interconnection Customer shall communicate and coordinate their operations, so that the normal operation of the electric power system does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of the electric power system. Under abnormal operations of either the Generation System or the Xcel Energy system, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.

F) **Disconnection of Unit:** Xcel Energy may disconnect the Generation System as reasonably necessary, for termination of this Agreement; non-compliance with this Agreement; system emergency, imminent danger to the public or Xcel Energy personnel; routine maintenance, repairs and modifications to the electric power system. When reasonably possible, Xcel Energy shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, Xcel Energy shall after the fact, provide information to the Interconnection Customer as to why the disconnection was required. It is agreed that Xcel Energy shall have no liability for any loss of sales or other damages, including all consequential damages for the loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable, for the disconnection of the Generation System per this Agreement. Xcel Energy shall expend reasonable effort to reconnect the Generation System in a timely manner and to work towards mitigating damages and losses to the Interconnection Customer where reasonably possible.
VIII. OPERATIONAL ISSUES  (Continued)

G) Modifications to the Generation System: When reasonably possible the Interconnection Customer shall notify Xcel Energy, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by Xcel Energy as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s). Modifications to any of the interconnection equipment, including, all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT’s & CT’s, and Generation System capacity, shall be included in the notification to Xcel Energy. When reasonably possible the Interconnection Customer agrees not to commence installation of any modifications to the Generating System until Xcel Energy has approved the modification, in writing, which approval shall not be unreasonably withheld. Xcel Energy shall have a minimum of five (5) business days to review and respond to the planned modification. Xcel Energy shall not take longer than a maximum of ten (10) business days to review and respond to the modification after the receipt of the information required to review the modifications. When it is not reasonably possible for the Interconnection Customer to provide prior written notice, the Interconnection Customer shall provide written notice to Xcel Energy as soon as reasonably possible, after the completion of the modification(s).

H) Permits and Approvals: The Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction of the Generation System. The Interconnection Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

IX. LIMITATION OF LIABILITY

A) Each Party’s liability to the other Party for failure to perform its obligations under this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

B) Notwithstanding any other provision in this Agreement, with respect to Xcel Energy’s provision of electric service to any customer including the Interconnection Customer, the Xcel Energy’s liability to such customer shall be limited as set forth in Xcel Energy’s tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

(Continued on Sheet No. 7-82)
X. DISPUTE RESOLUTION

A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

B) In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in the State of Minnesota. The Parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the Parties may refer the dispute for resolution to the Minnesota Public Utilities Commission (MPUC), which shall maintain continuing jurisdiction over this Agreement.

XI. INSURANCE

A) In connection with the Interconnection Customer’s performance of its duties and obligations under this Agreement, the Interconnection Customer agrees that during the term of the Agreement it shall self-insure, subject to and in accordance with the Federal Tort Claims Act, 28 U.S.C 1346(b) and 2671-2680, the Antideficiency Act, 31 U.S.C. 1341, 1342, 1349, 1350, and 1351, and the Automatic Payment of Judgments Act, 31 U.S.C. 1304 (collectively “Federal Statutes”) to cover (with a combined single limit of not more than two million dollars ($2,000,000) for each occurrence) against claims resulting from bodily injury, wrongful death, and property damage arising out of the Interconnection Customer’s ownership and/or operations of the Generation System under this Agreement. Subject to and in accordance with the Federal Statutes, Interconnection Customer’s self-insurance shall include Xcel Energy as an additional insured and shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Xcel Energy.

B) Evidence of the insurance required in Section XI.A. shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Xcel Energy.

C) Failure of the Interconnection Customer or Xcel Energy to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

D) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the Generation Interconnection Coordinator assigned.
XII. MISCELLANEOUS

A) FORCE MAJEURE

1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

B) NOTICES

1) Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

   a) Xcel Energy – ATTN: (insert contact name, position and address)

   b) If to Interconnection Customer:

      (insert contact name, position and address)

2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.

3) The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

C) ASSIGNMENT

The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without Xcel Energy’s written consent. Any assignment or delegation the Interconnection Customer makes without Xcel Energy’s written consent shall not be valid. Xcel Energy shall not unreasonably withhold its consent to the Generating Entities assignment of this Agreement.
XII. MISCELLANEOUS (Continued)

D) NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E) GOVERNING LAW AND INCLUSION OF XCEL ENERGY’S TARIFFS AND RULES.

1) The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Minnesota, shall govern the interpretation, construction, and validity of this Agreement, regardless of any principles of choice of law or conflicts of law.

2) The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by Xcel Energy, which tariff schedules and rules are hereby incorporated into this Agreement by this reference.

3) Notwithstanding any other provisions of this Agreement, Xcel Energy shall have the right to unilaterally file with the MPUC, pursuant to the MPUC’s rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

F) AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

G) ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements, or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments, exhibits and appendices.

(Continued on Sheet No. 7-85)
XII. MISCELLANEOUS (Continued)

H) CONFIDENTIAL INFORMATION

Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

I) NON-WARRANTY

Neither by inspection, if any, or non-rejection, nor in any other way, does Xcel Energy give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances or devices appurtenant thereto.

J) NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: ______________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

Xcel Energy

By: ______________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________
<table>
<thead>
<tr>
<th>Date Filed:</th>
<th>04-27-16</th>
<th>By: Christopher B. Clark</th>
<th>Effective Date:</th>
<th>07-05-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>President, Northern States Power Company, a Minnesota corporation</td>
<td></td>
<td></td>
<td>Order Date:</td>
<td>07-05-16</td>
</tr>
<tr>
<td>Docket No.</td>
<td>E,G002/M-16-358</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CANCELED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
</tbody>
</table>

**Date Filed:** 04-27-16  
**By:** Christopher B. Clark  
**Effective Date:** 07-05-16  
**President, Northern States Power Company, a Minnesota corporation**  
**Docket No.:** E,G002/M-16-358  
**Order Date:** 07-05-16
<table>
<thead>
<tr>
<th>Date Filed:</th>
<th>04-27-16</th>
<th>By: Christopher B. Clark</th>
<th>Effective Date:</th>
<th>07-05-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>President, Northern States Power Company, a Minnesota corporation</td>
<td>E,G002/M-16-358</td>
<td>Order Date:</td>
<td>07-05-16</td>
<td></td>
</tr>
</tbody>
</table>
CANCELED
CANCELED
XCEL ENERGY'S ONE-TIME MY ACCOUNT PAYMENT TERMS OF USE

1. Introduction

CAREFULLY READ ALL OF THESE TERMS OF USE BEFORE PROCEEDING. IF YOU DO NOT ACCEPT SUCH TERMS AND INDICATE YOUR ACCEPTANCE BELOW, THEN YOU WILL NOT BE PERMITTED TO USE THE ONE-TIME MY ACCOUNT PAYMENT OPTION. YOU ALSO HAVE OTHER OPTIONS FOR MAKING A PAYMENT.

BY CHOOSING "I AGREE, SUBMIT" YOU AGREE TO BE BOUND BY 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. PLEASE KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

Xcel Energy has made available to you an online payment option ("One-Time My Account Payment") that allows you to make a one-time payment toward your Xcel Energy utility account through your enrollment in Xcel Energy’s “My Account” Online Service ("My Account"). This service is in addition to the other online account management services made available to you under My Account. Your use of One-Time My Account Payment is governed by these terms of use (the "One-Time My Account Payment Terms of Use") and the terms and conditions covering My Account, which can be found at www.xcelenergy.com. The terms of the My Account Agreement are incorporated herein by this reference.

2. Description of and Use of One-Time My Account Payment

Xcel Energy reserves the right to modify or discontinue any or all services or features of the One-Time My Account Payment option at any time without prior notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

One-Time My Account Payment allows you to electronically make payments toward your Xcel Energy utility account over the internet at My Account on a one-time basis from a checking or other account that you designate (your "Payment Account").

As a user of My Account and One-Time My Account Payment, you represent and warrant that you are an individual or represent a business that has an existing account with Xcel Energy, and are able to access One-Time My Account Payment by using your User ID and password to sign in to My Account. To the fullest extent permitted by law, you are responsible for any payment made to Xcel Energy via your My Account feature. You agree not to use One-Time My Account Payment in any manner that is illegal or that infringes on the rights of others. You may not resell or make any commercial use of One-Time My Account Payment without Xcel Energy’s prior written consent.

(Continued on Sheet No. 7-93)
3. Making a One-Time My Account Payment

To make a One-Time My Account Payment, you must provide such information as may be requested by us to determine your eligibility, including without limitation, a certain number or numbers related to your Payment Account. Xcel Energy may refuse to provide One-Time My Account Payment to anyone, at any time, in its sole discretion.

4. Changes to Information; Fees; Rejected Payments

As a My Account and One-Time My Account Payment user, it is your responsibility to ensure that the contact and other required information in your My Account user profile is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Similarly, changes with regard to your bank or Payment Account must also be updated. Failing to do so may result in our continued use of old information. Xcel Energy will not be responsible for any mail forwarded by you to your old mailing or e-mail address before you have provided us with the updated information, nor will Xcel Energy be responsible for problems that may arise if you change your bank or Payment Account and do not provide us with the updated information. Changes can be made either within the My Account service or by contacting Xcel Energy's Customer Service using the contact information found at www.xcelenergy.com.

In the event that your Payment Account information changes for any reason, you are obligated to promptly notify Xcel Energy by entering these changes within My Account. One-Time My Account Payments will be processed against the Payment Account information you provide during the One-Time My Account Payment process or through your selection of a Payment Account saved securely within My Account.

Although Xcel Energy will not charge a fee for your use of One-Time My Account Payment, you are solely responsible for the accuracy of your banking information and for payment of any fees or charges imposed on you by your bank or financial institution as a result of your use of One-Time My Account Payment. However, if your payment is ever rejected, Xcel Energy will pass through to you any charges assessed against Xcel Energy for such rejection, and will charge you a returned check fee or other payment rejection fee on your next bill, where such charges are permitted by the applicable regulations in your state. Information regarding such late fees and charges is available at www.xcelenergy.com. Where permitted by applicable law or regulation, Xcel Energy also reserves the right to terminate your participation in My Account and/or One-Time My Account Payment if your payment is rejected more than once within any consecutive 12-month period. Additionally, you are responsible for any Internet service fees that may be assessed by your telephone and/or Internet service provider.

5. One-Time My Account Payment and Notice of Electronic Presentation

Information related to any payment you make through One-Time My Account Payment will only be available through My Account. Any notifications related to a payment made through One-Time My Account Payment will be delivered through My Account or to the e-mail address you have provided through My Account. Because of these and some other transaction notices pursuant to the agreement between you and Xcel Energy, you may not “opt-out” from all communications related to My Account.
Xcel Energy is not responsible if you give incorrect instructions or do not give Xcel Energy your instructions sufficiently in advance to allow for timely payment. Any information you receive from us is provided for your convenience and is not guaranteed.

6. Payments

As used in these One-Time My Account Payment Terms of Use, the following terms have the following meanings:

The “Payment Due Date” or “Due Date”

The Payment Due Date or Due Date is the latest date by which Xcel Energy must have posted your payment for your bill to be paid on time. Timely payment requires that payment be initiated by 4 PM Mountain Time (5 PM Central Time) on the Payment Due Date. One-Time My Account Payments initiated after 4 PM Mountain Time (5 PM Central Time) on any business day [the “Cutoff Time”] are considered submitted the next business day.

The “Payment Date”

The Payment Date is the date selected by you through One-Time My Account Payment on which your payment will post to your Xcel Energy account and the date on or after which funds will be drawn or deducted from your Payment Account.

7. Making One-Time My Account Payments

Your use of One-Time My Account Payment will constitute your authorization to us to initiate a one-time electronic debit to your Payment Account in the amount and at the time you specify.

If you make a one-time payment through One-Time My Account Payment and your payment is less than the amount due on your then-current bill, the unpaid amount will be added to your next bill balance and late payment charges may occur where permitted under applicable laws and regulations. Subject to certain limitations, you may make as many one-time payments as you choose through One-Time My Account Payment, but payments may be scheduled no more than forty-five days in advance.

YOUR PAYMENT INSTRUCTION SHOULD BE ENTERED BY THE CUTOFF TIME ON THE DUE DATE TO ENSURE THAT THERE IS ENOUGH TIME FOR XCEL ENERGY TO POST THE PAYMENT TO YOUR ACCOUNT AND SUBMIT THE ELECTRONIC DEBIT TO THE PAYMENT ACCOUNT.

8. Canceling or Stopping Payments

You may cancel a scheduled One-Time My Account Payment that has not yet been processed at any time before the Cutoff Time for the scheduled Payment Date by [1] accessing the payment information within My Account, or [2] by following the instructions provided at the time of confirmation of the payment.

(Continued on Sheet No. 7-95)
9. Payment Account

In order to make a payment(s) online through One-Time My Account Payment, the Payment Account from which you want to make payments must be entered into My Account. By entering information for the Payment Account through My Account or One-Time My Account Payment, you are authorizing Xcel Energy to initiate electronic debits to the Payment Account.

Xcel Energy is responsible for the timely and accurate processing of payment withdrawal requests to your bank or financial institution on your behalf following your instructions. You are responsible for the accuracy of your instructions and Payment Account information. Xcel Energy will not be liable for payments Xcel Energy makes or fails to make as a result of erroneous instructions or information.

It is your responsibility to have sufficient available funds in your Payment Account on the Payment Date for payments you schedule. Notwithstanding any instructions from you, Xcel Energy is under no obligation to process any payment on your behalf that: (1) exceeds the available funds in your Payment Account, as determined by your financial institution; (2) is not in accordance with the provisions of these One-Time My Account Payment Terms of Use; (3) Xcel Energy has reason to believe may not be authorized by you; (4) would violate any law or regulation applicable to My Account, One-Time My Account Payment or your financial institution; and (5) is using a Payment Account that Xcel Energy has reason to believe is invalid. One-Time My Account Payments will be processed through the Automated Clearing House system or other electronic funds transfer network.

10. Dishonor of a Payment

If for any reason, such as insufficient funds, incorrect account information, bank or Payment Account closure or suspension or similar circumstances, your financial institution does not honor withdrawal instructions in connection with a payment, you agree that Xcel Energy can do any, or more than one of, the following, as applicable:

- Xcel Energy can repeat the payment withdrawal request as allowed by banking requirements, until your bank funds the transfer request. However, Xcel Energy has no obligation to try debiting the Payment Account more than once.

- Xcel Energy can deactivate your access to My Account and/or One-Time My Account Payment so that you may no longer access My Account or make payments through One-Time My Account Payment or any other method within My Account.

- Xcel Energy may use all legal remedies available to us to collect the amount due.

Xcel Energy will not be liable for late or cancelled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of your financial institution’s failure to honor instructions to make payments from your Payment Account, regardless of the reason for your bank’s refusal.
11. Your Obligation

You remain responsible for monitoring your use of One-Time My Account Payment and your Payment Account. You agree to review and verify payments made through One-Time My Account Payment as often as may be necessary or appropriate to ensure that all such payments are made in accordance with your instructions. You must review those payments as they are reflected on My Account and on the statements for your Payment Accounts, and inform Xcel Energy immediately if you believe that an error has occurred.

12. Authorized and Unauthorized Use

If you permit other persons to use One-Time My Account Payment or your password, you are responsible for any transactions they authorize from your Payment Accounts. If you believe that your password has been lost or stolen or that someone has used or may use One-Time My Account Payment to make an unauthorized transfer or payment from your Payment Account using your password without your permission, notify us immediately by calling Xcel Energy Customer Service (contact information available at www.xcelenergy.com).

13. In Case of Errors or Questions about a Payment

Xcel Energy is responsible for One-Time My Account Payments as described in these One-Time My Account Payment Terms of Use and for resolving any errors made by Xcel Energy. If you have a question about one of these payments, if you think an entry on your Payment Account statement is wrong, or if you need more information about a payment initiated through One-Time My Account Payment, you must contact Xcel Energy Customer Service as soon as you can (contact information available at www.xcelenergy.com). Xcel Energy will investigate the issue and communicate the results to you.

14. Records

Xcel Energy’s records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions and, in the absence of manifest error, will be binding and conclusive.

15. Data Recording

The information and messages you enter for One-Time My Account Payment may be maintained as part of our records. Our use of your personal information maintained in My Account will be in accordance with our privacy policy available at www.xcelenergy.com.

16. Access to and Termination of One-Time My Account Payment Service

One-Time My Account Payment is a one-time service. You must agree to the One-Time My Account Payment Terms of Use each time you use One-Time My Account Payment.

Xcel Energy reserves the right to deactivate your access to My Account and terminate your access to One-Time My Account Payment at any time with or without cause, including any future access to My Account or One-Time My Account Payment.

Date Filed: 01-13-15  By: Christopher B. Clark  Effective Date: 02-27-15

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-15-43  Order Date: 02-27-15
Scheduled payments through One-Time My Account Payment prior to termination will be treated as follows:

- If a termination occurs after the Cutoff Time for the Payment Date, the payment process for that payment will be completed, subject to the provisions of these One-Time My Account Payment Terms of Use.

- If a termination occurs before the Cutoff Time for the Payment Date, the payment will not be made. If Xcel Energy decides to terminate your access to My Account and/or One-Time My Account Payment for security reasons or if in our reasonable judgment Xcel Energy terminates your access to My Account and/or One-Time My Account Payment to prevent the occurrence of fraud, no further One-Time My Account Payments will be made as of the date Xcel Energy terminates your access. Any other termination by Xcel Energy will be subject to the terms of Xcel Energy’s notice to you regarding such termination.

Any termination shall not affect your liability or obligations under these One-Time My Account Payment Terms of Use that arose prior to such termination.

17. Notices

You agree that all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these One-Time My Account Payment Terms of Use may be sent to you in any manner permitted by law, including, without limitation, in electronic form.
RENEWABLE*CONNECT SERVICE AGREEMENT

THIS AGREEMENT ("Service Agreement"), made this ______ day of ______________, _____, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and ___________________________ ("Customer"), who are each a Party and together are the Parties.

RECITALS

Customer receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]
[Address Line 2]
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement.

Customer desires to subscribe to Xcel Energy’s Voluntary Renewable*Connect ("R*C") Pilot program, which 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 Utility Commission ("Commission"). Unless otherwise defined in this Service Agreement, the definitions, terms, and conditions set forth in Xcel Energy’s Voluntary Renewable*Connect Pilot Program Rider, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

AGREEMENT

Xcel Energy and Customer agree as follows:

1. SUBSCRIPTION LEVEL: The Subscription Level is based on the Customer’s selection below of the R*C Service Type, R*C Billing Method, and choice of number of 100 kWh Blocks or entire Monthly Usage or entire usage for a Special Event.

   Choose one of the following (R*C Service Type):
   A. ____ Month-to-Month
   B. ____ 5-Year term
   C. ____ 10-Year term
   D. ____ Special Event. If a Special Event provide the date(s) and location of the Special Event:

   Choose one of the following (R*C Billing Method):
   A. ____ 100 kWh Blocks (If selecting this, provide here the number of blocks selected: ______)
   B. ____ Entire Monthly Usage (or entire usage for Special Event if so selected)
2. SUBSCRIPTION TERM: The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017). The Subscription Term shall continue until the earlier of the following (the “Termination Date”):
   A. The last day of a billing cycle following 30 days from the termination notice from customer;
   B. The last day of the 5-Year or 10-Year term where a 5-Year or 10-Year term is selected by the Customer;
   C. The last day of the Special Event, where the subscription is for a Special Event;
   D. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy’s Minnesota service area; or
   E. The last day of the R*C Pilot Program, which is December 31, 2026.

After the Termination Date, Customer shall receive service 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.

3. SUPPLY RISK: Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy’s purchase of renewable energy for Customer’s benefit from the R*C Resources, including the risk that the operator of R*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R*C Service to Customer at the rates specified in the tariff for the R*C Service or under this Service Agreement.

4. EARLY TERMINATION: Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and Customer’s R*C Service Type was not month-to-month nor a Special Event, and the Termination Date is less than the full 5-Year or 10-Year term designated in Paragraph 1, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R*C Service as identified in the Voluntary Renewable*Connect Pilot Program Rider contained in Xcel Energy’s Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the designated 5-Year or 10-Year term, Customer may not prospectively subscribe the same Premises in a different Renewable*Connect or Renewable*Connect Government tranche until the end of what would have been the full 5-Year or 10-Year term. Xcel Energy may cancel the R*C Service and this Service Agreement on written order from the Commission based on good cause shown.

5. CHANGE OF PREMISES: If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy’s Minnesota service area, then Xcel Energy will automatically transfer Customer’s Renewable*Connect subscription to the new service location.
6. FEES, RATES AND CHARGES: All fees, rates and charges applicable to Customer 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 Customer and be billed and collected similar to other retail electric charges.

7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer’s use as provided in the General Rules and Regulations and/or 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.

8. TRADE SECRET DATA AND PERSONAL DATA: This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.

9. DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS: Nothing in this Service Agreement or the tariff for the R*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys’ fees and litigation costs) arising out of or in association with this Service Agreement or the R*C Service, including, but not limited to, Xcel Energy’s purchasing renewable energy on Customer’s behalf at Customer’s request and the purchase of renewable energy from the R*C Program resources under the R*C Service or this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.
11. DISPUTE RESOLUTION: Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R*C Service, and it cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R*C Service.

12. COUNTERPARTS: This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

13. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

NORTHERN STATES POWER COMPANY,
a Minnesota corporation (“Xcel Energy”)

XCEL ENERGY REPRESENTATIVE

Print Full Name: __________________________

Signature: _______________________________

Title: _________________________________

Date: _________________________________

CUSTOMER

Print Full Name: __________________________

Signature: _______________________________

Title: _________________________________

Date: _________________________________

Date Filed: 11-12-15
By: Christopher B. Clark
Effective Date: 02-27-17
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-15-985
Order Date: 02-27-17
VOLUNTARY RENEWABLE*CONNECT™ GOVERNMENT PILOT PROGRAM SERVICE AGREEMENT

THIS AGREEMENT ("Service Agreement"), made this ______ day of _____________, ________, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and ___________________________________________ ("Customer"), who are each a Party and together are the Parties.

RECITALS

Customer currently receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]
[Address Line 2]
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement.

Customer desires to subscribe to Xcel Energy’s Voluntary Renewable*Connect Government Pilot Program, which 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 Utility Commission (Commission). Unless otherwise defined in this Service Agreement, the definitions, terms and conditions set forth in Xcel Energy’s Voluntary Renewable*Connect Government Pilot Program Rider, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

AGREEMENT

Xcel Energy and Customer agree as follows:

1. SUBSCRIPTION: Customer subscribes to _____ Megawatts (MW) of R*CG Resources ("Subscription Level"). This Subscription Level is based on the pro rata share of total R*CG Resource energy production. The energy blend is equal to the expected output from approximately ___ MW of solar and approximately ___ MW of wind.

2. SUBSCRIPTION TERM: The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017), and shall expire at 11:59 P.M. on December 31, 2035 (the "Termination Date"). After the Termination Date, Customer shall receive service 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.

(Continued on Sheet No. 7-103)

Date Filed: 11-12-15 By: Christopher B. Clark Effective Date: 02-27-17
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-15-985 Order Date: 02-27-17
3. **SUPPLIER RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for a fixed amount of the capacity of the R*CG Resources. The R*CG Energy is the Customer's share in kWh of the capacity of the R*CG Resources associated with Customer’s Subscription Level. Xcel Energy shall not be liable to the Customer in the event that the R*CG Energy is unavailable or if the R*CG Resources fail to deliver enough R*CG Energy to fulfill Customer’s Applicable Retail Electric Usage. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy’s purchase of renewable energy for Customer’s benefit from the R*CG Resources, including the risk that the operator of R*CG Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator of the R*CG Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R*CG Energy to Customer at the rates specified in the tariff for the R*CG Service or under this Service Agreement. To the extent Xcel Energy is not required to pay the operator of the R*CG Service because R*CG Resources are unavailable, then on a pro-rata basis the R*CG Energy level of the Customer shall be reduced while such resources are unavailable.

4. **DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Service Agreement or the tariff for the R*CG Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.

5. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys’ fees and litigation costs) arising out of or in association with this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R*CG Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R*CG Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.
6. DISPUTE RESOLUTION: Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R*CG Service, and it cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R*CG Service.

7. EARLY TERMINATION: If Customer terminates this Service Agreement prior to the Termination Date, Customer shall pay to Xcel Energy an Early Termination Fee, as identified in the Voluntary Renewable*Connect Government Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the Termination Date, Customer may not prospectively subscribe to a different Renewable*Connect or Renewable*Connect Government tranche until the end of what would have been the full term of the Subscription Term under this Service Agreement as outlined in Paragraph 2. Xcel Energy may cancel the R*CG Service and this Service Agreement on written order from the Commission based on good cause shown.

8. FEES, RATES and CHARGES: All fees, rates and charges applicable to Customer 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, including the tariff for the R*CG 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 Customer and be billed and collected similar to other retail electric charges.

9. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or 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 Service Agreement to a different Customer, but may designate different premises to which its Subscription Level applies by providing notice to Xcel Energy. Xcel Energy, in coordination with the Customer, will develop a Subscription Assignment form and process for use by Customer to designate different premises to which its Subscription level applies.

10. SUCCESSORS: This Service Agreement and the terms contained in this Service Agreement shall be binding and enforceable against the Parties and their successors for as long as this Service Agreement remains in effect.

11. PROTECTED DATA: This Service Agreement and any information provided to Xcel Energy relating to this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. The Customer can make public its own account information.
12. COUNTERPARTS: This Service Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same agreement. A scanned in signature sent via email or other commercially reasonable manner shall be considered to be as effective as an original signature.

13. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Service Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Service Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Service Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Service Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

NORTHERN STATES POWER COMPANY, a Minnesota corporation (“Xcel Energy”)  

Print Full Name: __________________________  Print Full Name: __________________________

Signature: ______________________________  Signature: ______________________________

Title: _________________________________  Title: ________________________________

Date: ________________________________  Date: ________________________________

CUSTOMER

Docket No.  E002/M-15-985  Order Date: 02-27-17

Date Filed: 11-12-15  By: Christopher B. Clark  Effective Date: 02-27-17

President, Northern States Power Company, a Minnesota corporation
XCEL ENERGY'S CUSTOMER MOBILE APPLICATION

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

YOU ARE ABOUT TO ENTER INTO AN AGREEMENT (THIS "AGREEMENT") INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS BETWEEN YOU AND THE XCEL ENERGY UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES (EITHER NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION, PUBLIC SERVICE COMPANY OF COLORADO, OR SOUTHWESTERN PUBLIC SERVICE COMPANY, ONE OF WHICH IS THE PUBLIC UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES). FOR CONVENIENCE, THOSE PUBLIC UTILITY COMPANIES ARE REFERRED TO COLLECTIVELY AS "XCEL ENERGY". BY DOWNLOADING OR ACCESSING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU HAVE PREVIOUSLY AUTHORIZED A DELEGATE IN "MY ACCOUNT" TO ACCESS YOUR XCEL ENERGY UTILITY ACCOUNT, YOU ACKNOWLEDGE THAT ANY DELEGATE AUTHORIZED THROUGH MY ACCOUNT MAY ACCESS YOUR ACCOUNT THROUGH THIS APPLICATION, AND YOU AGREE TO BE BOUND BY ANY ACTIONS THE MY ACCOUNT DELEGATE TAKES ON YOUR ACCOUNT USING THIS APPLICATION. IF YOU ARE A MY ACCOUNT DELEGATE, BY DOWNLOADING OR ACCESSING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. 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.

1. What is the Application?

The Xcel Energy Customer Mobile Application will enable you to manage your utility account with Xcel Energy. This Application will provide you capabilities to access your utility account to review your billing and payment information, obtain information about your energy usage, maintain your account information, utilize available payment options, view your bill, start/stop/transfer service, submit online product/program requests, perform an online energy audit, learn about energy management, and other self-service options (the "Application"). IN ADDITION, THESE TERMS ALSO GOVERN YOUR USE OF XCEL ENERGY'S "ONLINE ENERGY MANAGEMENT" SERVICE, WHICH SHALL BE DEEMED PART OF THE "SERVICES" SUBJECT TO THESE TERMS.

2. What happens if I do not agree to this Agreement?

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD THIS APPLICATION. YOU CAN CONTINUE TO ACCESS YOUR BILLING INFORMATION AND OBTAIN RELATED SERVICES AND INFORMATION REGARDING YOUR ACCOUNT THROUGH MY ACCOUNT ONLINE, BY MAIL, AND PHONE.

3. Your right to use the Application.

Xcel Energy grants you the right to access the Application solely for your own purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy grants similar licenses to other customers.

(Continued on Sheet No. 7-107)

Date Filed: 01-27-17  By: Christopher B. Clark  Effective Date: 05-08-17
President, Northern States Power Company, a Minnesota corporation
Docket No. E,G002/M-17-100  Order Date: 05-08-17
4. Do not provide any inaccurate or false information to Xcel Energy.

As part of the registration process and your use of the Application, you will be asked to provide certain information to Xcel Energy. You agree that you will not supply false information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. The information provided by you may be used to determine eligibility for access to the Application. If the information you have supplied is incorrect or is not up-to-date, Xcel Energy reserves the right to revoke your access to the Application. You agree that you will not attempt to obtain services by providing false information or accessing an account for which you have no actual authority to access. Actual or attempted unauthorized use of the Application may result in criminal and/or civil prosecution.

5. Will Xcel Energy ever ask for my password?

Xcel Energy representatives will never ask you for the password that you use to access the Application. You should reject any requests for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy’s Privacy Policy allows us to help with an investigation where a subpoena for investigatory information has been issued to us. Xcel Energy may at our option change the password parameters without prior notice to you, and if Xcel Energy does so, you will be required to change your password the next time you enter. You are solely responsible for maintaining, installing and operating your mobile device and software in using the Application. Xcel Energy is not responsible for errors or failures related to the malfunction of your mobile device or software.

6. How Xcel Energy uses information supplied by you.

Xcel Energy uses the information in your Application profile including, but not limited to, your user name, password, personal usage data and account data.

Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy Privacy Policy. XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION TO OTHER COMPANIES FOR USE IN SELLING THEIR PRODUCTS OR SERVICES UNLESS YOU CONSENT. Your submission of your personal data, and our use of your personal data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using the Application and submitting your personal information to us, you agree to the terms of the Xcel Energy Privacy Policy.
7. Xcel Energy's right to modify this Agreement, including to comply with applicable laws, rules and regulations.

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "Commission"). Xcel Energy may file a copy of this Agreement with each such Commission. Please check the terms and conditions of this Agreement regularly. In the future, Xcel Energy may modify this Agreement. If Xcel Energy does so, Xcel Energy will provide you prompt notification of such modifications and, if the changes will have a material impact on your use of the Application or expose you to additional obligations or liability, Xcel Energy may ask you to accept the changes. If you do not accept the changes to this Agreement when your acceptance is requested, your account will be terminated and you will no longer be able to use the Application. If you are not required to accept a change to this Agreement, please note that your continued use of the Application after amendments are posted will constitute your acceptance of such amendments. The most up-to-date version of this Agreement will always be available for your review in the Application. Each time you log on to your profile you will have an opportunity to review this Agreement. If you have any questions about this Agreement, contact Xcel Energy at 1-800-895-4999.

8. Each party's right to terminate this Agreement.

This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and access the Application and continue until the Application services are terminated by you or Xcel Energy, or you no longer have an active utility service account with Xcel Energy. You may opt to discontinue use of the Application at any time by not accessing the Application. If either party terminates this Agreement, your license and access to the Application will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the Application. In Xcel Energy's sole and absolute discretion, we may, without notice, restrict or terminate your use of the Application, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.

Xcel Energy may change or add additional features to the Application. Xcel Energy shall notify you of any changes to features if Xcel Energy is legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.


All text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Application and other materials not generated by you (the "Content") on the Application are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights that Xcel Energy or its licensors and service providers place on the Service.

You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Application for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Application.
10. Restrictions on your use of the Application.

You may use the Application for lawful purposes only. You are prohibited from using the Application in a manner that would constitute a civil or criminal offense. You are prohibited from using the Application in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy’s customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution. You are prohibited from using or infringing on the intellectual property of Xcel Energy or any third party. You are prohibited from installing or attempting to install or upload software viruses, mass mailings, chain letters or any form of spam or disruptive technological artifice. You only may exercise the rights granted to you in this Agreement within the United States.

Because the Application is a software program that may be adversely affected by other mobile applications and software programs, you agree to maintain reasonable security practices to reduce the risk of unauthorized access to your account while you retrieve or post information. If you fail to implement reasonable security measures or allow someone else to access your account(s) without your authorization, you are responsible for any transactions they initiate. Xcel Energy is not required to seek damages from a third party due to your failure to maintain security on your mobile device or your mobile device Internet connection that has resulted in transactions under your account that you maintain were not authorized.

While using the Application, you may not alter, interfere or disrupt the content or functioning of the Application, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Application; or (ii) disproportionately burdens the Application.

11. Xcel Energy’s waiver of warranties and limitation of its liability.

XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE APPLICATION THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THEIR ACCURACY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, WE WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.
11. Xcel Energy's waiver of warranties and limitation of its liability. (Continued)

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE APPLICATION. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS IN THE APPLICATION, THE CONTENT, OR EQUIPMENT PROVIDED RELATED TO THE APPLICATION. THE APPLICATION AND ALL CONTENT IS PROVIDED "AS IS", AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE APPLICATION OR THE CONTENT FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT ANY CONTENT OR APPLICATION PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE APPLICATION OR THE CONTENT.

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 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 THE USE OR INABILITY TO USE THE APPLICATION, THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE APPLICATION, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR 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 THIS AGREEMENT OR THE CONTENT 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.

YOU INDEMNIFY AND HOLD XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE, LOSS OF USE OF THE WEBSITE APPLICATION, LOSS OF USE OR DAMAGE TO YOUR MOBILE DEVICE OR PRODUCTS OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA, PROGRAMS OR EQUIPMENT) ARISING OUT OF YOUR ACCESSING, BROWSING OR USING, OR YOUR INABILITY TO ACCESS, BROWSE OR USE, THE APPLICATION, OR THE CONTENT PROVIDED THROUGH THE APPLICATION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

(Continued on Sheet No. 7-111)

The Commission having jurisdiction and venue regarding this Agreement will depend on where you have received utility service. If you are responsible for multiple premises, this may vary by premise if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Application, you and Xcel Energy consent to the jurisdiction of any court or Commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the Application shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.


This Agreement, and any amendments thereto, constitutes the entire agreement between you and Xcel Energy with respect to your rights to access and use of the Application. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. 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 this Agreement 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. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

14. Additional Terms if you are a Governmental User.

The Application and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

15. Force Majeure

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Application services as soon as commercially feasible to do so.
16. Systems Requirements and Application Features

You are responsible for obtaining a browser and operating system capable of a sufficiently high level of encryption to meet the systems requirements established by Xcel Energy from time to time. Your use of any browser or operating system may also be subject to the license agreements of the browser manufacturer or operating system provider, in addition to this Agreement.

You are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Application features, and certain Application features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. If you sign up to receive SMS or MMS messages that may be offered through the Application, you may unsubscribe from receiving text messages by replying “STOP.” If you have registered for the Application, you agree to notify Xcel Energy of any changes to your mobile number and update your “My Account” profile to reflect this change. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Application at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.