



XCEL ENERGY CHARGING PERKS PILOT

Terms and Conditions

Colorado

Public Service Company of Colorado, doing business as Xcel Energy ("Xcel Energy") is excited to offer the **Charging Perks Pilot** ("Pilot") to its Colorado residential rate electric customers who own or lease a qualified electric vehicle (EV), which is charged at their home served by Xcel Energy.

As part of the Pilot, Xcel Energy will work with a variety of automobile manufacturers and third-parties (individually and collectively referred to as "Smart Charging Provider" or "Smart Charging Providers") to manage the daily charging of participating EVs to help the power grid operate more efficiently and utilize more renewable energy.

In exchange for your participation in this Pilot, Xcel Energy will issue you an upfront incentive ("Initial Incentive") and a participation reward ("Participation Reward"). The Initial Incentive will be paid one time after your application has been reviewed and you have been accepted into the Pilot. The Participation Reward will be paid at the end of each year that you participate in the Pilot for the duration of the Pilot. The Participation Reward will be paid in December to customers who have been enrolled in the Pilot for at least 30 days and who are enrolled as of December 1. Both the Initial Incentive and Participation Reward will be issued to customers through a third-party vendor in the form of an e-gift card, delivered by Xcel Energy using the email address provided at enrollment. Table 1 highlights the amounts of the Initial Incentive and Participation Reward.

Incentives by charging type

Charger	Charging Description	Initial Incentive	Participation Reward
Level 1	Customers that use a Level 1 charger at home. Level 1 chargers use a standard 120-volt plug and provide approximately 4 miles of range per hour of charging.	\$100	\$50
Level 2	Customers that use a Level 2 charger at home. Level 2 chargers require 208/240-volt electrical service and typically provide approximately 20 to 60 miles of range per hour of charging.	\$100	\$100

In order to enroll in the Pilot, please review these terms ("Pilot Terms") and indicate your understanding and agreement. After reviewing your application, Xcel Energy will notify you if you qualify for the Pilot by e-mail (the date of the e-mail will be the "Enrollment Date").

1. ELIGIBILITY

To be eligible to participate in the Pilot and to qualify for the Initial Incentive and Participation Reward, you must meet and continue throughout the duration of the Pilot to meet, the following criteria:

- Own or lease an eligible EV (as specified in footnote 1);
- Complete a Pilot program application, and be selected by Xcel Energy to participate in the Pilot (Participation in the Pilot will be determined by Xcel Energy, in its sole discretion);
- Provide accurate and complete information as part of your participation in the Pilot. Xcel Energy is not responsible for any harm or inaccuracies caused by you or for misstatements, misrepresentations or failure to provide accurate and complete information;
- Be a residential Xcel Energy customer and receive electric service from Xcel Energy in Colorado at the home where your EV is charged;
- At a minimum, plug your EV into an outlet or charging station at your home address at least one time a week (excluding weeks when you are on vacation);
- Your EV must remain connected to your EV manufacturer's network via a cellular connection, as specified by the Smart Charging Provider;
- If required by the Smart Charging Provider, you will: download any Smart Charging Provider required software application needed for you to participate in the Pilot, comply with any Smart Charging Provider terms and conditions, and, meet any other requirements of the Smart Charging Provider; and
- You agree to these Pilot Terms and to participate in the Pilot as set forth in these Pilot Terms.

Failure to meet any of the above eligibility requirements at any time will void any obligation Xcel Energy has to pay you the Initial Incentive and/or Participation Reward and Xcel Energy may immediately terminate your participation in the Pilot.

2. SHARING OF XCEL ENERGY CUSTOMER INFORMATION

Xcel Energy will provide Smart Charging Providers with a list of Colorado service territory zip codes to help identify those Xcel Energy customers eligible to participate in the Pilot. Your sharing of data with the Smart Charging Provider is between you and the Smart Charging Provider. Once you enroll in the Pilot, however, you understand and agree that Smart Charging Providers will, for purposes of the Pilot, share your data with Xcel Energy, to include personal information (including but not limited to name, address, and email for the Pilot) and EV details (make, model, battery size, and charging rate) and charging data from your EV(s). The charging data will include historical home charging data dating back to January 1, 2019 and the same information for the period you are enrolled in the Pilot. Historical charging data will not be provided to Xcel Energy if you are participating in the Pilot with a Tesla EV. If you are participating in the Pilot with a Tesla EV, the Smart Charging Provider will provide data associated with how your EV charges at home and away from home. If you are participating in the Pilot with a BMW, Chevrolet, or Ford EV, your Smart Charging Provider will provide home charging data to Xcel Energy. Xcel Energy may share this data directly with its authorized suppliers and consultants, and will use this data to validate your eligibility to participate in the Pilot, to study and evaluate the benefits that the Pilot can provide to the power grid, in connection with proceedings before the Colorado Public Utilities Commission, to share aggregated

¹ A qualified electric vehicle is one that is fully battery electric or a plug-in hybrid electric vehicle that can communicate with the Smart Charging Provider through in-vehicle communications (e.g., 3-G or 4-G connection), as determined by the Smart Charging Providers. The list of eligible makes and models can be found [here](#).

and anonymized findings, to develop and refine Xcel Energy products and programs, and to manage the power grid. Xcel Energy will supply your rate code to the Smart Charging Provider once Xcel Energy validates your eligibility. If you withdraw from the Pilot or if the Pilot is discontinued by Xcel Energy, Xcel Energy and Smart Charging Providers will cease the sharing of your information without reasonable delay. Xcel Energy maintains administrative, technical and physical safeguards designed to protect the privacy and security of the information we maintain about you, as outlined in the [Xcel Energy Privacy Policy](#).

3. PILOT EV SCHEDULING INFORMATION

As part of the Pilot, the Smart Charging Provider will communicate a charging schedule to your EV when it is charging at your home. The schedule is communicated from the Smart Charging Provider to your EV, using the existing communications equipment installed in the EV. The schedule is customized for you by the Smart Charging Provider and may change every time you plug-in your EV depending on numerous factors such as your needs which you communicate to the Smart Charging Provider, the needs of the power grid based on input from Xcel Energy sent to the Smart Charging Provider, and the state of charge of your EV.

4. CHARGING PERKS PARTICIPATION DETAILS

The Pilot offers you the option to override the Smart Charging Provider's charging schedule any day of the year when you need more immediate EV charging than the Smart Charging Provider's schedule affords. There is no limit to the number of days you can override this schedule. Furthermore, overriding the schedule during the Pilot will not affect the Participation Reward you receive.

5. SMART CHARGING PILOT BILL IMPACTS

Xcel Energy does not guarantee that your participation in this Pilot will reduce your electricity bill. If you are on the Residential General (Schedule R) or Residential General Service Opt-Out (Schedule R-00) rates, your participation in this pilot should not affect your electricity bill and you will receive an Initial Incentive and Participation Reward in the form of gift cards to reward you for participating. If you are on the Residential Energy Time-of-Use (Schedule RE-TOU), Residential Demand (Schedule RD), or Residential Demand-Time Differentiated Rate (Schedule RD-TDR) the impact on your electricity bill will depend on how you typically charge your EV. The pilot may, from time-to-time, shift your EV charging into higher cost hours to utilize more wind power, but most of the time it will shift your charging into the lowest cost off-peak periods. The instances when it shifts your charging into more expensive on-peak periods should be rare but could result in increases in your electricity bill.

6. ACKNOWLEDGEMENT OF CUSTOMER

Xcel Energy does not guarantee that your EV will have a full state of charge or have achieved your desired state of charge by the time you need to unplug your EV at your home address to begin using your EV. The state of charge of your EV is contingent upon several factors, and may be affected by reasons such as when you plugged your EV in, when you need to unplug and use your EV, your type of charging equipment, the state of the power grid, and the effectiveness of the charging schedule that the Smart Charging Provider creates and sends to your EV. You are responsible for ensuring that your state of charge is sufficient for your intended use prior to using your EV.

7. PILOT TERM AND WITHDRAWAL

7.1. Subject to this Section 7, Xcel Energy anticipates this Pilot will continue through December 31, 2023. Xcel Energy may adjust the term of the pilot based on customer participation or other factors that require

Xcel Energy to change the term of the pilot to achieve the pilot objectives, including those objectives specified in Xcel Energy's 2019/2020 and 2021/2022 Demand Side Management Plan as well as the 2023 Demand-Side Management & Beneficial Electrification Plan filed with the Colorado Public Utilities Commission.

- 7.2. You may withdraw from the Pilot at any time without penalty.
- 7.3. Xcel Energy may discontinue the Pilot at any time for any reason.
- 7.4. This Pilot Terms shall remain in effect, unless terminated pursuant to other provisions of the Pilot Terms, Xcel Energy's tariffs or until the Pilot is discontinued by Xcel Energy. Xcel Energy will provide Pilot participants a discontinuation notice at least thirty (30) days prior to such termination date.
- 7.5. You will notify your Smart Charging Provider or send an email to ElectricVehicles@xcelenergy.com in the event you wish to unenroll from the Pilot, the ownership of an enrolled EV in the Pilot changes, or you move out of Xcel Energy's Colorado service territory.
- 7.6. Each EV for which you wish to enroll in the Pilot must be separately enrolled.
- 7.7. In the event the Smart Charging Provider or Xcel Energy becomes aware of a change of ownership of an enrolled EV or the permanent move of an EV such that its home address now resides outside Xcel Energy's Colorado service territory without first hearing from you, you will be deemed to have withdrawn from the Pilot and the Smart Charging Provider will communicate unenrollment to you.
- 7.8. If you withdraw from the Pilot, fail to adhere to these Pilot Terms, or if Xcel Energy or Smart Charging Provider discovers any tampering with EV equipment, then Xcel Energy shall have the right to terminate your participation in the Pilot immediately, and/or immediately advise the Smart Charging Provider to stop sending smart charging schedules related to the Pilot, and/or stop payment of any unearned Participation Reward as of the date of withdrawal or termination.

8. LIMITATIONS

- 8.1. The Pilot and Pilot Terms are subject to change any time. To determine whether any Pilot changes have occurred, visit ev.xcelenergy.com/Charging-Perks. Any material changes will be communicated to you by e-mail using the e-mail address provided by you.
- 8.2. You will receive an Initial Incentive and a Participation Reward for each EV that you enroll.
- 8.3. Xcel Energy reserves the right to modify any and all Pilot incentives and rewards based on future performance, Pilot modifications, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to you by e-mail using the e-mail address provided by you at least thirty (30) days prior to deployment of such changes.
- 8.4. You agree not to tamper with EV or EV data and to reasonably attempt to restrict access by others attempting to tamper with the EV or EV data. If Xcel Energy or the Smart Charging Provider identify any evidence of tampering, you will be removed from the Pilot.
- 8.5. You agree to indemnify and hold harmless Xcel Energy from any and all claims, damages and liability caused by your fault or negligence, or your failure to comply with these Pilot Terms. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against you, you agree to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing the Pilot Terms.

8.6. YOUR PARTICIPATION IN THE PILOT IS ENTIRELY VOLUNTARY. XCEL ENERGY DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR YOUR EV, THE STATE OF CHARGE OF YOUR EV AT ANY GIVEN TIME, YOUR INABILITY TO USE OR UNAVAILABILITY OF YOUR EV OR ANY DAMAGES TO OR INCURRED BY YOU OR YOUR EV WHICH MAY RESULT FROM YOUR PARTICIPATION IN THE PILOT. XCEL ENERGY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED REGARDING YOUR PARTICIPATION IN THE PILOT, OR THE RESULTS THEREOF. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO YOU FOR DIRECT, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, AND IN NO EVENT SHALL XCEL ENERGY'S LIABILITY ON ANY CLAIM OF ANY KIND, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PILOT, THESE PILOT TERMS, OR FROM PERFORMANCE OR BREACH THEREOF, EXCEED THE TOTAL AMOUNT OF THE INITIAL INCENTIVE AND PARTICIPATION REWARDS PAID TO YOU DURING YOUR PARTICIPATION IN THE PILOT.

9. REQUIREMENTS

- 9.1. You agree to maintain services needed to participate in the Pilot at no expense to Xcel Energy. These services may include but are not limited to maintaining subscription services with the EV manufacturer of the enrolled EV to allow communication between the Smart Charging Provider and the EV. Depending on the EV and the Smart Charging Provider, this may require you to activate and/or pay for a subscription. The Smart Charging Provider will communicate with you regarding such a requirement and any additional costs that are associated with the subscription. For further information, please communicate with your Smart Charging Provider.
- 9.2. You are responsible for maintaining in working order your home EV charging or electrical equipment and the participating EV.

10. GOVERNING LAW; DISPUTES

You and Xcel Energy agree that all disputes arising out of these Pilot Terms or the Pilot shall be subject to this Section 10. The internal laws of the State of Colorado, without regard to its conflicts of laws provisions, govern the Pilot and these Pilot Terms and any action brought with respect to the Pilot Terms or the Pilot shall be brought in the courts located in Denver County, Colorado.

11. PILOT COMMUNICATIONS

You consent to receive communications from Xcel Energy relating to the Pilot in electronic form sent to your email address provided during enrollment.

12. GENERAL TERMS

Unless indicated otherwise, these Pilot Terms are between you and Xcel Energy and create no third-party beneficiaries. Unless indicated otherwise, nothing in these Pilot Terms gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms. You may not assign any rights or delegate any of your responsibilities under these Pilot Terms, without the prior written consent of Xcel Energy. Any prohibited assignment or delegation shall be null and void. In the event any words, phrases, clauses, sentences or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Pilot Terms, and the remaining provisions of the Pilot Terms shall be construed consistent with the intent of the parties hereto as closely as possible, and the Pilot Terms, as reformed, shall be valid, enforceable and in full force and effect. The failure of either party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in these Pilot Terms shall not be deemed a waiver by that party of any subsequent breach or default in the said terms, conditions, or covenants by the other party. These Pilot Terms constitute the complete and exclusive understanding of the parties concerning its subject matter. These Pilot Terms supersede all prior agreements and understandings (whether written or oral) between you and Xcel Energy, with respect to the Pilot. Those provisions of these Pilot Terms which would require that they survive termination in whole or part in order to give them full force and effect will survive the termination, regardless of the date, cause or manner of the termination, as well as Xcel Energy's right to retain and use any data collected in connection with the Pilot.

13. QUESTIONS

If you have questions regarding these Pilot terms, please email ElectricVehicles@xcelenergy.com