

Renewable Battery Connect Agreement

This Renewable Battery Connect Agreement (the “Agreement”) is made and entered into this ___ day of _____, 20___, by and between Public Service Company of Colorado (“Public Service” or “Company”), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202, and _____ (“Owner/Operator”), whose address _____ is _____ each of which may be referred to herein individually as a “Party” or collectively as the “Parties.” Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652 (the “Rules”), as of the date of this Agreement. All references in this Agreement to the size of solar systems in kilowatts (“kW”) mean kW Alternating Current (“AC”) unless otherwise indicated herein. For purposes of this Agreement, “BESS Address” means the following:

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1. Definitions.

a. For purposes of this Agreement, (i) “BESS” means the Battery Energy Storage System that is installed at the BESS Address; (ii) “PV System” means the photovoltaic solar system interconnected with the BESS, and may or may not be installed in conjunction with any electric vehicle charging system or other distributed energy resource; (iii) “Owner/Operator” refers to the individual or entity that owns, operates, or is authorized to operate the BESS; (iv) “Host” refers to the person or entity that is a retail electric service customer of Public Service and that owns or leases the BESS Address; (v) “BESS Incentive” refers to an upfront payment from Public Service to the Incentive Recipient as provided in Paragraph 3(a) of this Agreement; (vi) “Incentive Recipient” refers to the individual or entity to whom the Owner/Operator has directed Public Service to pay the BESS Incentive as reflected on Exhibit B, or the Owner/Operator in the absence of such designation; and (vii) “BESS Vendor” is an entity approved by Public Service that works with Public Service to remotely obtain data from, discharge, and charge the BESS during up to 60 events annually as provided under this Agreement. When Owner/Operator is not also Host, Owner/Operator must return an executed Host acknowledgment, on Public Service’s standard form (“Host Acknowledgement”), to enter into this Agreement.

2. PV System.

a. Any excess Renewable Energy generated by the PV System at the BESS Address and not used or stored onsite by Host shall be delivered to Public Service. Host will receive compensation for this excess Renewable Energy via “net metering” as set forth in the Company’s Electric Tariff or other applicable tariffs on file with the CPUC and in effect from time to time.

b. The PV System must qualify as Retail Renewable Distributed Generation, at all times during the Term of this Agreement. If at any time during the Term the BESS Address is no longer located within Public Service's service territory, this Agreement will automatically terminate. If the PV System no longer qualifies as Retail Renewable Distributed Generation, this Agreement will automatically terminate.

3. Use of BESS by Public Service.

a. BESS Incentive Payment. On the terms and subject to the conditions set forth in this Agreement, Public Service agrees to pay to Incentive Recipient a BESS Incentive in the amount of \$500 per kW of installed capacity. The total amount of the BESS Incentive will be capped at 50 percent of the overall cost of the BESS ("Overall BESS Cost"), which is the actual cost of the battery plus (if not integrated into or with the BESS) the inverter, (if not an integrated system) exclusive of tax and installation costs, as subsequently provided to Public Service by Owner/Operator or another application agent communicating with Public Service on Owner/Operator's behalf. Owner/Operator warrants that the Actual BESS Cost amount to be provided to Public Service by Owner/Operator or on Owner/Operator's behalf shall be true and accurate consistent with the definition of Actual BESS Cost provided herein. If Host is an "income-qualified" customer or member of a "disproportionately impacted community," the BESS Incentive Public Service pays to Incentive Recipient will be \$800 per kW of installed capacity, capped at 75 percent of the Overall BESS Cost. The "Total BESS Cost" is equal to the Overall BESS Cost minus Other Financial Incentives. "Other Financial Incentives" include any financial incentive(s) that the Owner/Operator, Host, and/or Incentive Recipient has received related to the BESS other than the BESS Incentive, including any financing through a state or federal program or tax credit. Owner/Operator represents and warrants that the BESS Incentive does not exceed the Total BESS Cost. The BESS Incentive will be paid, or credited as applicable, one time to Incentive Recipient and will be issued within 60 days after the Effective Date. If Host is an "income-qualified" customer or member of a "disproportionately impacted community," and Owner/Operator is not Host and does not designate Host as Incentive Recipient, Owner/Operator guarantees that substantially all of the economic benefit associated with the BESS Incentive will be provided to Host (e.g., as a credit to reduce BESS lease payments). If substantially all of the economic benefit associated with the BESS Incentive is not provided to Host in accordance with this guarantee, as applicable, Owner/Operator shall refund Public Service the amount of the BESS Incentive to the extent not provided to Host and indemnify Public Service for all costs incurred by Public Service as a result of such breach.

The "Effective Date" shall occur on date when both of the following conditions have been met: (i) both Owner/Operator and Public Service have executed this Agreement; and (ii) the Owner/Operator has met all of the criteria of subsection 9(a) and all necessary metering has been installed or reprogrammed.

b. Amount of BESS Energy. Owner/Operator shall make the BESS available to Public Service throughout the Term and grants to Public Service the right to use up to 60% of the nameplate storage capacity (in kWh) of the BESS at the BESS Address for each Event and for up to 60 Events per year during the Term. Owner/Operator shall ensure that the BESS Address has working and reliable internet access positioned to communicate reliably with the BESS, and the

Owner/Operator is responsible for maintaining all applicable user accounts and other necessary system elements for operating BESS equipment (e.g., smart phone apps) as specified by the BESS equipment manufacturer. Owner/Operator consents to the management, operation, control, and issuance of commands to the BESS by Public Service through the BESS dispatch software, whether through the BESS Vendor's software platform or through any similar platform as determined by Public Service. Owner/Operator acknowledges that the BESS is subject to round-trip efficiency ("RTE") losses, whereby each time the BESS is charged and discharged there is a loss of energy, and that any additional electricity costs that the Host incurs during the Term because of RTE losses are the sole responsibility of the Host.

c. BESS Charging. Except for charging by Public Service permitted under subsection 3(f), Owner/Operator will ensure that the BESS is charged using only on-site solar energy, such charging contingent upon solar availability.

d. Availability of BESS Energy for Host. If a grid outage affects the BESS Address, all energy available in the BESS at that time will be made available to Host without limitation and free from Public Service's use during the grid outage. **BECAUSE THE BESS EQUIPMENT CAN BE DEPLETED AT ANY TIME, HOST SHOULD NOT RELY ON THE BESS TO POWER LIFE-SUPPORTING EQUIPMENT OR OTHER CRITICAL SAFETY OR EMERGENCY NEEDS.** Owner/Operator acknowledges that Public Service is under no obligation to maintain any minimum level of energy in the BESS. However, Public Service will employ good faith efforts to minimize the possibility of calling dispatch events in advance of forecasted severe weather events. Owner/Operator acknowledges that the availability of BESS energy for the Host is contingent upon several factors, and may be affected by on-site solar production, depth of discharge that the BESS can accommodate, equipment failure, how Host uses the BESS, and other factors outside of the BESS Vendor's or Public Service's control.

e. Events. Public Service will remotely manage and automatically adjust the BESS only when an Event is scheduled. Each Event will consist of (i) a 24-hour charging period beginning when Public Service calls an Event and (ii) a discharge period lasting for up to 3 hours and occurring immediately following the end of the charging period. Owner/Operator and Host shall not tamper with BESS equipment in any manner that would prevent Public Service from managing or adjusting the BESS. The frequency of Events shall not exceed 1 Event per calendar day. As an example of an Event but without limiting potential Events that Public Service may schedule, Public Service may schedule the BESS to charge during the middle of the day and discharge the BESS in early evening.

f. Grid Charging. Notwithstanding anything in this Agreement to the contrary, where a qualified BESS is technically capable of being charged with energy from the electric grid through a storm watch mode or similar feature, Public Service, but not Owner/Operator or Host, shall be entitled to schedule the BESS to charge from the electric grid, as may be permitted in accordance with applicable law.

g. BESS Termination.

i. If within 5 years of the Effective Date, the BESS is out of operation or otherwise unavailable for use by Public Service for more than 60 days, Public Service may terminate this Agreement upon notice to Owner/Operator (the date of such notice, the "Early Termination Date"). Following the Early Termination Date, all obligations of the Parties shall terminate, except as may survive in accordance with the terms hereof.

4. Term and Termination.

a. This Agreement shall become effective upon its execution by the Parties and shall continue in effect for a term of 5 years from and after the Effective Date (the "Term").

b. Any breach of a material term of this Agreement, or the failure of any representation or warranty to be true and correct during the Term, shall be considered an event of default hereunder, in which case the non-defaulting Party may terminate this Agreement; provided, that the non-defaulting Party shall first provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of 30 days following receipt of such written notice within which to cure the asserted default, or if the asserted default is of a nature which can be cured but cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof, but in no event shall the defaulting party have longer than 60 days to cure such default. Notwithstanding the foregoing and without limiting Public Service's other rights hereunder, Public Service may terminate this Agreement immediately upon written notice to Owner/Operator if the BESS or its connected PV system fails to achieve Substantial Completion within 18 months following the Target Completion Date.

5. Incorporation of Tariff. The Parties shall abide by, and this Agreement shall be subject to, the Company's electric tariffs related to photovoltaic systems and net metering, as applicable, as on file with the Colorado Public Utilities Commission and as they may be revised from time to time. In the event of any conflict between the terms of this Agreement and Company's electric tariff, the provisions of the tariff shall control.

6. Representations and Warranties. Owner/Operator hereby makes the following representations as of the date hereof, and warranties and covenants to Public Service during the Term:

a. The person signing this Agreement on behalf of Owner/Operator is individually authorized and competent to sign this Agreement and to bind Owner/Operator to the terms hereof.

b. The BESS is or will be installed at the BESS Address.

c. Owner/Operator or Host owns or will own the PV System.

d. Owner/Operator or Host owns or will own or lease the BESS. If the BESS is leased, Owner/Operator represents and warrants that the owner of the BESS has permitted Owner/Operator and Host, as applicable, to enter this Agreement for the BESS.

e. Owner/Operator and Host meet all the BESS eligibility criteria listed on Exhibit A of this Agreement.

f. The primary business at the BESS Address is not and will not be the generation of electricity for retail or wholesale sale.

g. Any proposed new PV System nameplate capacity in kW AC at the BESS Address does not and will not exceed the service entrance capacity at the BESS Address.

h. Whether or not Owner/Operator is the Host, Owner/Operator represents as of the date hereof, and warrants and covenants throughout the Term, that, for the BESS Address, the Host is and shall be at all times a residential or small business retail electric service customer of Public Service at the BESS Address, the BESS Address is and shall be at all times within Public Service's electric service territory, and the BESS Address is and shall be at all times owned or leased by the Host (subject to cure by delivering a new Host Acknowledgement pursuant to subsection 6(i)).

i. If Owner/Operator is not the Host, Owner/Operator represents as of the date hereof, and warrants and covenants throughout the Term, that (i) it is and shall be at all times duly authorized by the Host to own and/or operate (as applicable) the PV System and the BESS at the BESS Address and to perform any and all obligations of Owner/Operator and acts permitted to be performed by Owner/Operator under this Agreement; (ii) the PV System and the BESS are and shall be at all times operated for the benefit of the Host (except to the extent the BESS may be operated for the benefit of Public Service's electric grid); and (iii) it shall notify Public Service immediately if at any point during the Term of this Agreement any of the foregoing is not true and correct in all respects. Owner/Operator shall obtain a Host Acknowledgement prior to the execution of this Agreement. If Owner/Operator fails to obtain a Host Acknowledgement prior to the execution of this Agreement, or if at any time during the Term such Host Acknowledgement is not true and correct in all respects or the foregoing warranties are not true and correct in all respects, Public Service may terminate this Agreement immediately upon notice to Owner/Operator. If at any point during the Term the Host transfers ownership of the BESS Address to a new Host or a new Host leases the BESS Address, Owner/Operator shall cause the new Host to execute and deliver a Host Acknowledgement within 30 days of such transfer. If the new Host fails to timely execute and deliver such a Host Acknowledgement to Public Service, Public Service may terminate this Agreement immediately upon notice to Owner/Operator.

j. Any proposed assignment, and the execution thereof in accordance with Section 21 of this Agreement, will not breach any agreement or arrangement between the Owner/Operator and the Host, if any.

7. Covenants.

a. Owner/Operator shall ensure that the PV System, BESS, and all associated equipment installed at the BESS Address meet all applicable codes, standards, and regulatory requirements at the time of installation, and that the BESS is new equipment.

b. Subject to early termination of this Agreement with respect to the BESS pursuant to subsections 3(g) or (b), Owner/Operator shall maintain the BESS and the individual components of the BESS in good working order at all times during the Term. If during the Term the BESS or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair or fail to remain operational, Owner/Operator shall promptly repair or replace the equipment to its original specifications, or remedy such other failure to operate, at Owner/Operator's sole expense. Owner/Operator will not tamper with the BESS or BESS data and will take reasonable steps to restrict access by others attempting to tamper with the BESS or BESS data. Owner/Operator shall notify Public Service promptly upon discovering: (i) any damage to the BESS, (ii) theft or vandalism of the BESS, (iii) failure of the BESS to operate properly or at all, (iv) unsafe conditions at or near the BESS or (v) injury to persons or damage to property that Owner/Operator reasonably believes may have been caused by or related to the BESS.

c. Owner/Operator shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term. If during the Term the PV System or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair or fail to remain operational, Owner/Operator shall promptly repair or replace the equipment to its original specifications, tilt and orientation, or remedy such other failure to operate, at Owner/Operator's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended. Public Service shall have the right, exercisable at its sole option, to terminate this Agreement, with no further obligation of the Parties to perform hereunder following the effective date of such termination, (i) upon 30 days' written notice if the time period for repair or replacement is reasonably anticipated to exceed 180 days, or (ii) immediately upon written notice at any time before the PV System has been made fully operational again if the PV System has been out of operation for more than 90 consecutive days.

d. Owner/Operator shall pay and remain responsible to pay all taxes imposed by any governmental authority on the PV System and the BESS and taxes imposed on the BESS Address, including real property taxes and any increases therein related to the improvement of real property by the existence of the PV System and BESS at the BESS Address, and Public Service will have no liability for any of the foregoing.

8. Assignment. This Agreement may be assigned or deemed assigned as follows. If the Owner/Operator is no longer the owner or authorized operator of the PV System and the BESS, whether in connection with a disposition of the BESS Address, Host ceasing to be the customer of record at the BESS Address, a termination of Owner/Operator's authorization by Host or otherwise, but in each case, the PV System and the BESS remain in operation at the BESS Address, (i) the new customer of record at the BESS Address (or new owner or authorized operator of the PV System and the BESS, if different from the new customer of record) may assume this Agreement in a form satisfactory to Public Service, and complete any required Interconnection Agreement process, in which case, this Agreement will be deemed assigned by the Owner/Operator with no further signature or other action required by the Owner/Operator, or (ii) Public Service may deem this Agreement terminated (without requirement of notice) if the new customer of record does not take the actions in the foregoing clause (i) within a reasonable time, as determined by Public Service, but no less than 30 days. If the new customer of record does not

assume this Agreement, or enter into a new Renewable Battery Connect Agreement for the PV System and the BESS, this Agreement will terminate immediately.

9. Substantial Completion

a. To the extent the installation of the BESS or PV System is not yet completed, Owner/Operator shall cause the PV System and BESS to achieve Substantial Completion within 18 months following the execution of this Agreement (“Target Completion Date”). Public Service will automatically grant one six-month extension following the Target Completion Date. For purposes of this Agreement, (i) “Substantial Completion” means the date that all construction and installation of the PV System and the BESS is completed, and the PV System and BESS are ready to be commissioned at the full agreed upon generation capacity, including, but not limited to, a set transformer, meter set request, and the Owner/Operator having requested a scheduled witness test for the PV System, if one is required; and (ii) “Renewable Energy” means energy generated from renewable energy resources including renewable distributed generation.

10. Applicability of Renewable Battery Connect Program. The PV System and BESS shall be installed as part of Public Service's Renewable Battery Connect Program and shall be subject to all rules and policies associated with that program.

11. Disclaimer of Warranty; Limitation of Liability. Public Service makes no express or implied warranty as to the design, quality, condition, and performance of the PV System and the BESS or any goods, services, facilities, or equipment related thereto, or as to the merchantability or fitness for a particular purpose of the PV System or the BESS. Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System and the BESS, the BESS software platform, the BESS vendor's actions or any individual component equipment of the system, or the installation thereof or services therewith. Neither Public Service nor its contractors shall be liable to Owner/Operator or Host for any punitive, special, exemplary, consequential, or incidental damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the tax, financial or legal consequences, if any, to Owner/Operator or Host with respect to the installation of the PV System and BESS or the production, storage, and Owner/Operator is urged to seek professional advice regarding these issues.

12. Indemnification. Except for Owners/Operators that are a Governmental Entity, Owner/Operator shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries, and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments, damages, liability, or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System, the BESS, or any component equipment of the PV System or BESS. As used in this Agreement, “Governmental Entity” means any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time.

13. Force Majeure.

a. "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, hail or tornadoes; high winds of sufficient strength or duration to materially damage or significantly impair the operation of the PV System such that it is no longer capable of generating Renewable Energy in commercial quantities or the BESS such that it is no longer capable of storing energy; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Owner/Operator to secure and protect the PV System and BESS, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, action, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.

b. "Force Majeure" does not include (i) any acts or omissions of any third party (including Host), including, without limitation, any vendor, materialman, customer, or supplier of Owner/Operator, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the use of the PV System or BESS by Public Service that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure, acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, hail tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority; or (iii) changes in market conditions that affect the cost of Public Service's or Owner/Operator's supplies, or that affect demand or price for any of Public Service's or Owner/Operator's products.

c. Applicability of Force Majeure. Except as expressly set forth in this Agreement, neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:

i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;

ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and

iv. when the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

Except as otherwise expressly provided for in this Agreement, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Agreement (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

d. Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of 365 days from its occurrence or inception, as noticed pursuant to this section 13, the Party not claiming Force Majeure may, at any time following the end of such 365 day period, terminate this Agreement upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such 365-day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure.

14. Dispute Resolution. If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of this Agreement, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Failure of either Party to assert a default or to enforce any term or condition of this Agreement shall not constitute a waiver of any other similar or other default or waiver of such term or condition or of any other term or condition of this Agreement.

EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR THE RESOLUTION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.

15. Title, Risk of Loss, and Warranty of Title. Owner/Operator warrants and covenants to Public Service that it has and will throughout the Term have good, marketable, and legal title to all Renewable Energy and any stored energy (or sufficient power of agency for Host, which must have good and sufficient title), free and clear of liens and encumbrances. As between the Parties, (i) Owner/Operator shall be deemed to be in control of the Renewable Energy output from the PV System or BESS up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter, and (ii) Owner/Operator shall be deemed to be in control of the Renewable Energy and BESS up to and until measurement of such output at the PV Meter for Metered Systems only and at the net meter for Unmetered Systems, and Public Service shall be deemed to be in control of such Renewable Energy from and after measurement of such output at the PV Meter for Metered Systems only and at the net meter for Unmetered Systems. Title and risk of loss related to the Renewable Energy shall transfer from Owner/Operator to Public Service at any net meter.

16. Notices. All notices, reports or other communications provided for in this Agreement shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:
Xcel Energy
Attn: Renewable Battery Connect
1800 Larimer St. Suite 1400
Denver, CO 80202

If to Owner/Operator:
{!Premise_Address__c}, {!Premise_City__c},
{!Premise_State__c} {!Premise_Zip__c}
or at such other address as either party may hereafter designate to the other in writing.

17. Information. By executing this Agreement, Owner/Operator grants to Public Service permission to provide the BESS Vendor with Owner/Operator personal information including, but not limited to, name, address, and e-mail address. Owner/Operator understands and agrees that the BESS Vendor will share Owner/Operator data with Public Service, which may include Owner/Operator personal information and other information regarding this Agreement, including energy usage data for Owner/Operator's home, Owner/Operator's Solar Renewable Energy System (if applicable), and the BESS ("BESS Data"). Public Service may use Owner/Operator information and Bess Data for any purposes permitted by the Commission's data privacy rules and in accordance with Public Service's privacy policy located at <https://co.my.xcelenergy.com/s/privacy>, which may be amended from time to time. Public Service maintains administrative, technical and physical safeguards designed to protect the privacy and security of the information maintain about its customer as outlined in Public Service's privacy policy. By entering this Agreement, Owner/Operator acknowledges and authorizes the collection and exchange of Owner/Operator information and BESS Data as described above. Owner/Operator, and Host if Owner/Operator is not the Host, has separately signed Public Service's Consent to Disclose Utility Customer Data located at <https://www.xcelenergy.com/staticfiles/xe-responsive/Billing%20%26%20Payment/Consent-To-Disclose-Utility-Customer-Data-Form-English.pdf>, incorporated by reference herein.

18. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without giving effect to any conflict of laws principles under which the laws of another jurisdiction would apply. Any action brought with respect to this Agreement shall be brought in the courts located in Denver County, Colorado.

19. Entire Agreement. This Agreement, together with all Exhibits attached hereto and any applicable tariff, constitutes the entire understanding and agreement between the Parties with respect to the PV System and use of the BESS by Public Service, and all prior agreements, understandings, or representations with respect to the subject matter herein are hereby canceled in their entirety and are of no further force and effect.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all constitute one and the same instrument. The Parties agree that an electronic signature or facsimile copy of a counterpart signed by the other Party will be deemed original and binding.

21. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and, except as expressly set forth in this Agreement, shall not be assigned by Owner/Operator without the prior written consent of Public Service, which consent shall not be unreasonably withheld. Public Service may assign this Agreement to a utility that is a successor-in-interest to all or any portion of the service territory encompassing the BESS Address. Any prohibited assignment or delegation shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.

22. Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act on behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Agreement.

23. Amendments or Modifications. No amendment, modification, or change of this Agreement shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.

24. Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Agreement.

25. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Agreement is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

26. Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Agreement shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.

27. Agreement Subject to Laws and Regulations. This Agreement and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Agreement, the services to be performed hereunder or either of the Parties hereto.

28. Severability. In the event any words, phrases, clauses, sentences or other provisions in this Agreement are found to be invalid or violate any applicable law, such offending provision or provisions shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the parties hereto as closely as possible, and the Agreement, as reformed, shall be valid, enforceable and in full force and effect.

29. Survival. The provisions of this Agreement that logically should survive to give effect to the rights and obligations of the Parties shall survive, including without limitation payment and indemnification obligations with respect to events and circumstances arising prior to termination.

[Signature Page Follows]

SAMPLE

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date and year first above written.

Owner/Operator:

By: _____

Name: _____

Title: _____

Public Service Company of Colorado d/b/a Xcel Energy

By: _____

Name: _____

Title: _____

SAMPLE

EXHIBIT A

RENEWABLE BATTERY CONNECT ELIGIBILITY CRITERIA & OBLIGATIONS

- a) Owner/Operator and Host are required to disclose to Public Service any incentives Owner/Operator and/or Host receives or has received in connection with the BESS at the BESS Address. To the extent Host and/or Owner Operator participated in the Demand-Side Management Battery Connect Pilot Program at the BESS Address and received a related incentive payment from Public Service, the BESS Incentive under the Renewable Battery Connect Program is limited to the difference between the BESS Incentive available through the Renewable Battery Connect Program and the incentive payment received under the Demand Side Management Battery Connect Pilot Program.

The BESS is a qualified BESS approved and able to be dispatched by Public Service.

- b) The BESS will remain connected to the BESS Vendor's network via a cellular connection or Owner/Operator's or Host's Wi-Fi networks and can maintain on-going and stable connection throughout the term at the BESS Address. Owner/Operator has and will maintain services needed to perform its duties under this Agreement at no expense to Public Service. Owner/Operator acknowledges that the BESS Vendor may communicate with Owner/Operator regarding this and other requirements and that Public Service will not be responsible for Owner/Operator's compliance with these requirements or any costs associated with such compliance. Owner/Operator is responsible at no cost or expense to Public Service for maintaining in working order the BESS or other electrical equipment needed to operate the BESS. Owner/Operator will comply with all any BESS Vendor terms and conditions and will meet any other requirements of the BESS Vendor, including downloading any BESS Vendor required software application.
- c) A valid Interconnection Agreement exists for the BESS with Public Service.

EXHIBIT B

Payment Direction Letter

Complete this form only if the BESS Incentive is to be directed to an individual or entity other than Owner/Operator. In completing and executing this form, Owner/Operator represents and warrants that Public Service's payment of the BESS Incentive to the Incentive Recipient designated herein is consistent with all Renewable Battery Connect Program requirements and all applicable contracts between the Owner/Operator and Host, and that such designation complies with all applicable terms and conditions associated with federal, state, local, and/or non-profit program(s) to which the BESS is subject.

Incentive Recipient Designation

Check should be made payable to:	Contact name:	Contact phone:	
Mailing address:	City:	State:	ZIP:

Owner/Operator hereby authorizes Public Service to direct the BESS Incentive payment to the Incentive Recipient named above and understands Owner/Operator will not be receiving the BESS Incentive payment from Public Service. Owner/Operator understands that this Payment Direction Letter does not exempt Owner/Operator from the requirements outlined in the Renewable Battery Connect Program Agreement and associated exhibits. Owner/Operator may be responsible for the tax reporting to the IRS of any BESS Incentive payments directed to third parties.

Owner/Operator:

By: _____

Name: _____

Title: _____