

Notice To Participants

XCEL ENERGY IN HOME SMART DEVICE PILOT

TERMS AND CONDITIONS

You requested and have been selected to participate in the In Home Smart Device Pilot program. During your registration, you electronically agreed to the terms and conditions of the program, which are duplicated below for your reference. The necessary equipment has now been installed in your home. To complete and initiate your participation in the program, you must sign at the end of this document.

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 PARTICIPATE IN THE IN HOME SMART DEVICE PILOT PROJECT. BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THESE IHSD TERMS AND CONDITIONS. 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

Xcel Energy will make available to you, free of charge, certain equipment, installation services, and online management tools in connection with your participation in the In Home Smart Device pilot project (collectively, the "IHSD Pilot"). The provision of such equipment and the services are in addition to the other online account management services made available to you under "My Account." Your participation in the IHSD Pilot is governed by these terms and conditions (the "IHSD Terms")

Please check the My Account Agreement and these IHSD Terms frequently, as Xcel Energy may from time to time unilaterally amend such agreement and terms by posting revised language on this website. The most up-to-date version of these IHSD Terms will always be available for your review on the My Account and IHSD user websites. Amendments will become effective at the time they are posted on these websites, and your continued participation in the IHSD Pilot after amendments are posted will constitute your acceptance of such amendments.

2. Description of IHSD Pilot

Xcel Energy reserves the right to modify or discontinue any or all services or features of the IHSD Pilot at any time without notice, or to offer specific programs only to participants meeting applicable qualifications. The IHSD Pilot enables you to monitor energy usage of your select electrical appliances and devices, as well as your home's thermostat (collectively, the "Participant Equipment"). The Participant Equipment must be connected to the devices provided by Xcel Energy and/or its designees ("IHSD Device") for you to participate in the IHSD Pilot. Such Participant

Equipment may be monitored and controlled via an Xcel Energy designated web portal by you and Xcel Energy, as provided in these IHSD Terms.

3. Enrollment and Duration

A. If you are eligible, you can enroll in the IHSD Pilot using the information provided to you by Xcel Energy. When you enroll in the IHSD Pilot, you will get summary information of the program. We will also schedule the installation of the relevant IHSD Device, including the connection of your selected Participant Equipment. During enrollment, you must provide such information as may be requested by us to determine your eligibility, including without limitation, information concerning the appliances you own and certain energy usage habits.

B. Participation in the IHSD Pilot will be for a minimum period of twelve consecutive months from the date the IHSD Device is installed and monthly thereafter until terminated by Xcel Energy. If you no longer receive electric service from Xcel Energy your participation in the IHSD Pilot may be terminated upon notice.

C. Xcel Energy may refuse to provide participation in the IHSD Pilot to anyone, at any time, in our sole discretion. Xcel Energy may also un-enroll any participant at any time in our sole discretion, and Xcel Energy will notify you by mail or electronic mail using your current billing or email address on file. You may un-enroll your participation in the IHSD Pilot by calling Xcel Energy Service Center at 1-877-887-3339.

4. IHSD Device Installation

A. The IHSD Device will be provided by Xcel Energy at no cost to you, and will be installed solely by independent third party equipment installers designated by the IHSD Device manufacturer. Upon installation, the IHSD Device shall be owned by you. The IHSD Device has been configured to work with specific appliances and provides data that is unique to each particular Participant Equipment. If you are moving to a new location during your participation in the IHSD Pilot, you must first call Xcel Energy to determine your eligibility to continue in the IHSD Pilot.

B. If you replace any Participant Equipment that is connected to, controlled by, the IHSD Device, or move the IHSD Device to a different location within your home, you accept any and all liability associated with changes to the originally installed configuration and any associated damages to your appliances and devices. Replacement or changes of Participant Equipment may require the IHSD Device installer to visit your home to reconfigure or reprogram the system. Any cost associated with this service call will be passed along to you. The IHSD Device installer is an independent installer and subcontractor of the IHSD Device manufacturer and is not directly associated with Xcel Energy.

C. Please note that Xcel Energy does not warrant the proper functionality or service of the IHSD Device or its installation. The proper functionality of the IHSD Device and any issues or problems relating to the IHSD Device or its installation will be resolved by the IHSD Device manufacturer. Also, the IHSD Device manufacturer's expertise, product offerings and services exceed that which is required for the scope of the IHSD Pilot. You may contact the IHSD Device manufacturer regarding other products and services they may offer, but such products and services are outside the scope of the IHSD Pilot and are not covered by these IHSD Terms. Any product or service for which you contact the IHSD Device manufacturer outside the scope of this Agreement constitutes a separate business agreement between you and the IHSD Device manufacturer. Xcel Energy will have no obligation to respond to any inquiry or handle any complaints you may have concerning such other products or services.

D. If you have questions or issues regarding the IHSD Pilot, the IHSD Device or the installation, please contact the Xcel Energy Service Center at 1-877-887-3339 or by email to: smartgridcity@xcelenergy.com.

E. If your participation in the IHSD Pilot ends or is terminated for any reason, please do not return the IHSD Device to Xcel Energy or the IHSD Device manufacturer. The IHSD Device is yours to keep or discard, at no

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cost to you. However, if you continue to use such IHSD Device after such termination, IHSD Device or Participant Equipment may not work properly and could report erroneous data. Xcel Energy does not guarantee the continued availability of such data or the IHSD Portal (defined below) after such termination. There may also be charges for communication and/or software services at the conclusion of the pilot if you wish to continue the use of the IHSD. If available and prior to the conclusion of this Pilot, Xcel Energy will notify you what your options are in order to continue using any communication and/or software services available from the IHSD Device manufacturer.

5. IHSD Online Management

As part of the IHSD Pilot, Xcel Energy will provide you with access to the Participant Equipment via an Xcel Energy designated web portal (the "IHSD Portal"). You must be a registered user of the IHSD Portal to participate. The IHSD Portal will assist you in managing and monitoring your energy usage for Participant Equipment. Only you and your Delegates may access the IHSD Portal. If you permit other persons to use the IHSD Portal or your password, you are responsible for any acts and information obtained by such persons using your account information. If you believe that your password has been lost or stolen or that someone has used or may use the IHSD Portal using your password without your permission, notify us immediately.

6. Control of Participant Equipment

A. By enrolling in the IHSD Pilot, you are authorizing Xcel Energy to test certain conservation-oriented hypotheses associated with your use of the IHSD Device and Participant Equipment. More specifically, Xcel Energy will have the ability to control the Participant Equipment from time to time during your participation in the IHSD Pilot, or such other similar projects you enroll for which your use of the IHSD Device is required. For example, from time to time, Xcel Energy may increase or decrease the temperature in your home and turn off any sockets connected to your appliances, for a defined period of time (each a "Control Event") to measure the corresponding energy savings, and reduction in Xcel Energy's aggregate energy demand. Control Events are also designed to help you reduce

your energy use during those periods of time when electricity costs may be higher, For example, some customers have elected to enroll in a pricing plan that encourages them to reduce their energy use during specific time periods, which are sometime referred to Peak Energy Events. You allow Xcel Energy to test various control options and strategies based on the criteria listed below:

- Available control times: Weekdays between the hours of 10:00 AM and 8:00 PM (Mountain Time).
- Frequency: No more than two Control Events per day and no more than three days per week.
- Duration: Products will be controlled no more than six hours per Control Event
- Temperature change: Xcel Energy's adjustment of a thermostat will be no more than +/- five degrees Fahrenheit during a Control Event.

B. To the extent practical, Xcel Energy will provide you with advanced notice of a Control Event by 4:00 PM (Mountain Time) the day prior to the Control Event.

C. Customers will have the ability to opt-out of any Control Event prior to the initiation of the Control Event. Customers will also have the ability to over-ride the controlled settings during a Control Event.

7. LIABILITY

THE FOLLOWING LIMITATIONS ON LIABILITY ARE IN ADDITION TO THE TERMS OF THE MY ACCOUNT AGREEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OF ANY NATURE, OR ANY INJURY TO YOU, THAT MAY BE ATTRIBUTABLE TO THE PROVISION OF ANY IHSD DEVICE OR THE PARTICIPANT EQUIPMENT CONTROLLED BY XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS, UNLESS SUCH DAMAGES OR INJURY ARE CAUSED BY THE GROSS NEGLIGENCE OR WRONGFUL ACTS OF XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS.

8. Customer Usage Information

Xcel Energy will retain contractors and/or service providers as "Agents" or "Licensors" to provide

the services necessary to administer the IHSD Pilot, provide you with the IHSD Device and access to the IHSD Portal, and conduct research and analysis of customer participation in the IHSD Pilot, its success, and impact on energy use (the "Use of Information"). Hence, the IHSD Device will transmit to Xcel Energy, its Agents, and Licensors information about the consumption and generation of electricity at each participant's residence. This information will also be available to each participant on the IHSD Portal. Without this information, Xcel Energy, its Agents, and Licensors would be unable to provide you and other participants with the advantages and control available through the IHSD Portal. Thus, the information, data and reports you provide, or have provided, in connection with eligibility screening, the IHSD Pilot administration, and your use of the IHSD Portal, may be maintained as part of our records. By participating in the IHSD Pilot, you consent to such data usage and storage.

Please note, however, that your submission and our use of personal information provided by you and maintained by Xcel Energy as part of the IHSD Pilot will be in accordance with our privacy policy, available at <http://www.xcelenergy.com/PrivacyAndSecurity>. Xcel Energy normally maintains information regarding customers' energy usage private as provided in the privacy policy. However, by accepting these IHSD Terms, you consent to the receipt and storage of such information by Xcel Energy, its Agents, and Licensors, and to Xcel Energy sharing such information with such Agents and Licensors solely as it relates to the Use of Information. Neither Xcel Energy, its Agents, or Licensors will share this information with any third party for any other purpose without your prior consent; provided, however, Xcel Energy may use or share your usage data and other information in which all of the information identifying your identity (including your name, address, user name, password and other personally-identifiable information) has been removed.

9. Notices

You agree that by enrolling and participating in the IHSD Pilot, all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these IHSD Terms or the IHSD Pilot may be sent to you electronically to any electronic mail address you provide or in any other manner permitted by law. By signing below, you indicate your acceptance of these IHSD Terms.

I have read and agreed to the IHSD Terms, and confirm my acceptance of the IHSD Device as part of my participation in the IHSD Pilot.

By: _____

Signed on: _____ (dd/mm/yyyy)



RESPONSIBLE BY NATURE™

1-800-481-4700 | xcelenergy.com

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