

CONTRACT AND AGREEMENT FORMS

Section No. 7
4th Revised Sheet No. TOC

STANDARD CONTRACTS

Listed below are the titles of standard contract or service agreement forms Company requires of customers for various types of gas service. Copies of the forms are shown on the following sheets in the order listed.

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RESIDENTIAL SERVICE AGREEMENT

Section No. 7
4th Revised Sheet No. 2



NATURAL GAS SERVICE AGREEMENT RESIDENTIAL FIRM SERVICE

Customer's Name – Please Print: _____

Date Requested: _____

Service Address: _____

City, State, Zip: _____

In this Natural Gas Service Agreement, Northern States Power Company, a Minnesota corporation ("Xcel Energy"), is called "Xcel Energy" and the Customer is called "I" or "my".

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Customer and Xcel Energy agree as follows:

1. **Request for Gas Service.** I request that Xcel Energy install natural gas service at the service address designated above. Xcel Energy agrees to install or have installed facilities for gas service at the service address. I grant Xcel Energy any right, privilege or easement necessary to install, operate and maintain its gas service on the property at the service address. Meter pressure requested:

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6 inches WC: _____ 2 PSI: _____ (Check with your heating contractor).

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 mark all septic tanks, drainfields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, 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. Xcel Energy will contact Gopher State One Call (if service is provided to Customer in Minnesota) or North Dakota One Call (if service is provided to Customer in North Dakota) to locate third party utility facilities (phone, cable, etc.) on my property. I agree Xcel Energy is not responsible for damage to customer-owned underground facilities not marked at the time of gas service installation.

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I agree to provide sufficient space and support as designated by Xcel Energy for installation of metering equipment. This space shall be located a minimum of three (3) feet from electrical equipment, windows, downspouts, or fresh air intakes, as required by the national fuel gas code, section 2.7.2.

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(Continued on Sheet No. 7-3)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**RESIDENTIAL SERVICE AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 3

3. **Installation Cost Contribution.** I agree to pay any installation cost contribution provided in the CUSTOMER CHARGES section below. I understand that I must pay this amount before Xcel Energy will install gas service. I understand Winter Construction Charges may apply if the facilities are installed between October 1 and April 15 but Xcel Energy will waive Winter Construction Charges if prior to October 1 I am ready to accept service, I have executed and returned this Agreement to Xcel Energy, and I have notified Xcel Energy in writing that the requirements of this Agreement have been fulfilled. I agree I am responsible to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of (i) delays caused by me; (2) soil conditions that impair the installation of facilities; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping or obstructions along the intended service route, prior to installation of gas service; or (4) specific routes or preferred locations of facilities made to accommodate my desires or needs.

4. **Restoration.** Xcel Energy will restore the boulevard. Xcel Energy will also backfill the service trench on my property with existing soil so the trench is level and clean. I am responsible for final compacting, loaming, seeding or sodding and watering of the restored service trench at my expense.

5. **Connected Load.** If I fail to use natural gas service, Xcel Energy may charge me (i) the reasonable cost of installing the gas facilities, less any contribution I made, or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes.

6. **Gas Service, Rate, Payment of Bills.** Xcel Energy will furnish gas service to me in accordance with its Rules, Regulations and Tariffs on file with the state regulatory commission in the state where I receive service, which are subject to change. I elect service under Xcel Energy's Residential Firm Service Schedule.

7. **Ownership.** The facilities installed by Xcel Energy (from the gas main to meter) shall be the property of Xcel Energy. I have no ownership interests in these facilities. Any payment made by me or my contractor shall not entitle me or my contractor to any ownership interest or rights in the facilities. I own and am responsible for installation, operation and maintenance of all gas piping and gas utilization equipment beyond the outlet of the Xcel Energy gas meter.

8. **Maintenance, Relocation, Abandonment.** I agree to maintain a minimum of 18 inches of cover over all Xcel Energy underground service facilities after installation. I agree to pay the cost of relocating any portion of Xcel Energy's facilities made to accommodate my needs or required because of alterations to the property. I agree that if service is terminated by me or Xcel Energy, Xcel Energy may abandon its gas facilities in place.

I have read this Natural Gas Service Agreement and fully understand my responsibilities and all charges that may apply. I understand that I may cancel the Agreement any time prior to the time Xcel Energy installs gas service by notifying my Xcel Energy customer representative.

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(Continued on Sheet No. 7-4)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**RESIDENTIAL SERVICE AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 4

CUSTOMER CHARGES

REMINDER: BEFORE XCEL ENERGY CAN INSTALL GAS SERVICE YOU MUST (1) SIGN THIS AGREEMENT AND RETURN THE WHITE AND YELLOW COPIES TO YOUR CUSTOMER REPRESENTATIVE (RETAIN THE PINK COPY FOR YOUR RECORDS) AND (2) SEND XCEL ENERGY A CHECK FOR THE "TOTAL AMOUNT DUE" SHOWN BELOW (IF APPLICABLE).

- \$ _____ Excess Main Extension
- \$ _____ Excess service extension
- \$ _____ Winter construction charge
- \$ _____ Preferred location charge
- \$ _____ Relocation charge
- \$ _____ Additional charges (explain)
- \$ _____ TOTAL AMOUNT DUE

Xcel Energy Representative (Print full name): _____
Xcel Energy Representative Signature: _____ Date: _____

Customer Name (Print full name): _____
Customer Signature: _____ Date: _____
Address: _____

Mailing Address (if different than Service Address): _____
Telephone: _____
City, State, Zip Code: _____

FOR XCEL ENERGY USE

Xcel Project No: _____
Account No: _____
Rate Code: _____

Form 17-1819

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NATURAL GAS SERVICE AGREEMENT - COMMERCIAL AND INDUSTRIAL SERVICE

Customer's Name – Please Print: _____ Date Requested: _____

Service Address: _____

City, State, Zip: _____

This Natural Gas Service Agreement made this ____ day of _____, 20____, between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" and _____ a _____ with a service address at _____ hereinafter called the "Customer", engaged in the business of _____.

The Parties hereto agree as follows:

1.0 **NATURE OF SERVICE.** Xcel Energy agrees to sell and Customer agrees to purchase gas service on a firm basis at the nominal delivery pressure of psig for Customer's use solely for the operation of gas equipment now or to be installed by Customer at Customer's service address.

2.0 **TERM.** This Agreement shall become effective on _____, and shall continue in effect until _____ if not then terminated by at least 30 days prior written notice by either Party, shall continue in effect until so terminated.

3.0 **RATE.** Customer agrees to pay Xcel Energy's established Commercial Firm Service rate schedule (if Customer service is provided in MN) or Commercial and Industrial Firm Service rate schedule (if Customer service is provided in ND) in effect from time to time in this locality for such service. A summary of the established rate schedule now in effect is available upon request.

4.0 **PAYMENT OF BILLS.** All bills for 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 Customer. Any unpaid balance over \$10.00 is subject to a Late Payment Charge. Any payment for Aid to Construction described on Attachment A (if applicable) is due in advance of installation of gas service.

5.0 **TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use subject to the General Rules, Regulations, and Tariffs of Xcel Energy on file with the state regulatory commission in the state where the service is provided, as they now exist or may hereafter be changed. A copy of such rules and regulations is available from Xcel Energy upon request.

(Continued on Sheet No. 7-6)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**COMMERCIAL AND INDUSTRIAL SERVICE AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 6

TERMS AND CONDITIONS (Continued)

5.1 Customer hereby grants Xcel Energy any right, privilege and easement necessary to install, operate, and maintain its gas service on the property at the service address listed below.

5.2 Customer agrees that, prior to Xcel Energy starting work: (1) the route of Xcel Energy's installation shall be accessible to Xcel Energy's equipment; (2) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (3) ground elevation along the route shall not be above or more than four inches below the final grade. Xcel Energy agrees to contact Gopher State One Call (if service is provided to Customer in Minnesota) or North Dakota One Call (if service is provided to Customer in North Dakota) to locate third party utility facilities (phone, cable, etc) on Customer property. Xcel Energy is not responsible for any damage to Customer-owned underground facilities not exposed or located at the time service is installed.

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5.3 Customer agrees to pay an installation cost contribution provided in Attachment A, Aid to Construction. Customer understands Customer must pay this amount before Xcel Energy will install gas service. Customer agrees to pay all additional installation costs incurred by Xcel Energy because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the service route prior to installation of the gas service; and (3) delays caused by Customer. Xcel Energy will backfill trench with existing soil. Compaction along service route and restoration of the construction area on Customer's property is the responsibility of Customer.

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5.4 The installation of a gas main or service may be subject to a winter construction charge if it is installed between October 1 and April 15. Customer agrees to pay this charge if Xcel Energy determines winter conditions exist when the facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept gas service, executes this form, and notifies Xcel Energy in writing that the requirements of Paragraph 5.2 hereof have been fulfilled.

5.5 Xcel Energy will install protective barriers at Customer's expense when metering equipment is to be installed in a parking area or area of vehicular traffic.

5.6 The facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Customer or its contractors shall not entitle Customer or its contractors to any ownership interest or rights therein.

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5.7 Customer agrees to maintain a minimum of 18-inch cover over all Xcel Energy facilities after installation. Customer agrees to pay the cost of relocating any portion of said facilities made to accommodate its needs or required because of alterations to the property.

5.8 Customer agrees to maintain sufficient space and support as designed by Xcel Energy for installation of Xcel Energy metering equipment. In addition, Customer 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.

(Continued on Sheet No. 7-7)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**COMMERCIAL AND INDUSTRIAL SERVICE AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 7

TERMS AND CONDITIONS (Continued)

5.9 If Customer fails to use any of said natural gas service, Xcel Energy may charge Customer (i) the reasonable cost of installing the gas facilities, less any customer contribution made, or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes. D

6.0 **ABANDONMENT; ASSIGNMENT.** Customer agrees that if service is terminated by Customer or Xcel Energy, Xcel Energy has the right to abandon its facilities in place. Customer will not assign this agreement except upon written consent of Xcel Energy, which shall not be unreasonably withheld.

Xcel Energy Representative (Print full name): _____ T
Xcel Energy Representative Signature: _____ Date: _____ T

Customer Name (Print full name): _____ T
Customer Signature: _____ Date: _____

Address: _____ T

Mailing Address (if different than Service Address): _____
Telephone: _____
City, State, Zip Code: _____

FOR XCEL ENERGY USE

Xcel Project No: _____
Account No: _____
Rate Code: _____

Form 17-1833 T

(Continued on Sheet No. 7-7.1)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**COMMERCIAL AND INDUSTRIAL SERVICE AGREEMENT
(Continued)**

Section No. 7
Original Sheet No. 7.1

**NATURAL GAS SERVICE AGREEMENT COMMERCIAL AND INDUSTRIAL SERVICE
ATTACHMENT A**

AID TO CONSTRUCTION

\$ _____ Excess main extension
\$ _____ Excess service extension
\$ _____ Winter construction charge
\$ _____ Preferred location charge
\$ _____ Protective barrier charge
\$ _____ Relocation charge
\$ _____ Addition charges (explain)

CONNECTED LOAD (CFH/HR)

Furnace/Boiler \$ _____
Water Heater \$ _____
Other \$ _____

\$ _____ Total Amount Due Total Load (CFH/HR) \$ _____

Customer (Print full name)

Customer Signature

Date

FOR XCEL ENERGY USE

Customer Name: _____
Xcel Energy Work Order: _____
Rate Code: _____
Account No: _____

Form 17-1833 (4-09)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**NATURAL GAS SERVICE AGREEMENT
COMMERCIAL DEMAND BILLED SERVICE**

Section No. 7
6th Revised Sheet No. 8



NATURAL GAS SERVICE AGREEMENT COMMERCIAL DEMAND BILLED SERVICE

THIS Natural Gas Service Agreement is made this _____ day of _____, _____, between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" or "Company", and _____, hereinafter called the "Customer", engaged in the business of _____.

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

1.0 **TERM.** This Agreement shall become effective on _____, _____. Unless otherwise agreed, the Agreement shall be for a period of 12 months once billing demand is established, and shall continue from year to year, subject to termination by either Party by 12 months prior written notice of termination to the other Party.

2.0 **REQUIREMENTS AND DELIVERIES.** Company agrees to supply gas to Customer at a rate of flow up to but not exceeding _____ therms per hour and _____ therms per day, at the point of delivery, which shall be at the outlet of the meter installation at _____.

Customer agrees to take gas from Company for Customer's own use for the following purposes: _____.

Gas shall be delivered at such pressures and temperatures as may exist under operating conditions at Customer's service location. Operating pressures at this location shall normally be between _____ Psi and _____ Psi. Customers must maintain three (3) current contacts to receive notice of curtailment. If the customer does not have three qualified contacts, the customer shall provide an annual attestation to the Company that it is unable to have three qualified contacts and the customer understands they are obligated to curtail service when requested. The Company will make an annual request that customers confirm that contact information is current.

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2.1 **RATE SCHEDULE.** Customer agrees to pay Company's established _____ Commercial Demand Billed Service rate schedule in effect from time to time in this locality. A summary of the established rate schedule now in effect is available upon request.

2.2 **BILLING DEMAND.** Customer's firm billing demand in therms shall be whichever of the following amounts is greatest:

- (a) The highest daily consumption recorded during the billing month; or
- (b) The firm contract quantity specified in the service agreement between Company and Customer; or
- (c) The highest daily consumption previously recorded at Customer's meter location.

A Customer who installs equipment which would verifiably reduce Customer's firm demand under this service schedule may request a restated firm contract quantity by providing such verification to Company and entering into a new service agreement with Company.

(Continued on Sheet 7-9)

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**NATURAL GAS SERVICE AGREEMENT
COMMERCIAL DEMAND BILLED SERVICE (Continued)**

Section No. 7
4th Revised Sheet No. 9

- 3.0 **RATES AND CHARGES.** All rates and charges applicable to Customer shall be assessed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission. For purposes of this agreement, the Customer agrees to take service pursuant to Xcel Energy's Commercial Demand Billed Service Rate Schedule, as set forth in its Gas Rate Book on file with the state regulatory commission and attached hereto.
- 4.0 **PAYMENT OF BILLS.** All bills are payable at the Company's office on or before due date.
- 5.0 **OTHER TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use only, subject to: the agreements contained herein; the "Terms and Conditions" attached hereto and incorporated by reference as part of this Agreement; Company's General Rules and Regulations covering gas service; and the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement. Customer agrees to use gas service only as herein stated and will not assign this Agreement except upon written consent of Company, which shall not be unreasonably withheld.
- 5.1 **METERING, CHARTS.** Recording charges have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company.
- 5.2 **TELEMETERING.** Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof phone service and electrical service outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meets Company requirements, then the Customer will be required to manually collect meter readings as described above in Paragraph 5.1. If Customer fails to provide the specified equipment and meter readings, then the Company may charge the Customer for its elevated actions to acquire the meter data as described in this class's tariff in Section 5.
- 6.0 **REGULATORY AUTHORITY.** It is understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.
- 7.0 **TERMINATION OF PRIOR AGREEMENT.** It is mutually agreed that on the effective date hereof, this Agreement terminates the Gas Service Agreement dated _____, _____ between Company and Customer covering the service furnished thereunder and any understandings, liabilities and undertakings of each Party arising therefrom, except as to any unpaid bills for gas service owing to Company.

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**NATURAL GAS SERVICE AGREEMENT
COMMERCIAL DEMAND BILLED SERVICE (Continued)**

Section No. 7
Original Sheet No. 9.1

IN WITNESS WHEREOF, the respective Parties have caused this Agreement to be duly executed, and the same shall be equally binding upon the respective Parties, and each of their successors and assigns.

**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")
(Print full name)**

Customer (Print full name)

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Form 17-1901

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

INTERRUPTIBLE GAS SERVICE AGREEMENT

Section No. 7
4th Revised Sheet No. 10



NATURAL GAS SERVICE AGREEMENT - INTERRUPTIBLE SERVICE

THIS Natural Gas Service Agreement is made this _____ day of _____, _____, by and between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" or "Company", and _____, hereinafter called the "Customer", engaged in the business of _____.

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

1.0 **REQUIREMENTS AND DELIVERIES.** Company agrees to supply gas to Customer at a rate of flow up to but not exceeding _____ therms per hour and _____ therms per day, at the point of delivery which shall be at the outlet of the meter installation at _____, and Customer agrees to take gas from Company for Customer's own use for the following purposes: _____. Gas shall be delivered at such pressures and temperatures as may exist under operating conditions at Customer's service location. Operating pressures at this location shall normally be between _____ Psi and _____ Psi.

The gas furnished hereunder is interruptible gas and delivery thereof is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Customer further agrees to provide and maintain suitable standby facilities and have available sufficient standby fuel for periods of curtailment of the delivery of gas. When curtailment of the use of gas is required, the Company agrees to provide notice to the Customer in conformity with its Interruptible Rate Schedule in its Tariff on file with the state regulatory commission in the state where Customer receives service. Moreover, the Company agrees, whenever possible, to give Customer the time reasonably necessary to make a change-over to standby fuel or otherwise curtail gas use, and Customer agrees to proceed promptly to make such change-over or take such action as necessary to curtail gas use. Customers must maintain three (3) current contacts to receive notice of curtailment. If the customer does not have three qualified contacts, the customer shall provide an annual attestation to the Company that it is unable to have three qualified contacts and the customer understands they are obligated to curtail service when requested. The Company will make an annual request that customers confirm that contact information is current.

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Company shall not be liable for any loss, injury or damage resulting to Customer, its assigns, or others, from failure to provide gas service arising out of the interruption or curtailment of gas service.

2.0 **TERM.** This agreement shall commence on _____, _____, and shall continue in effect until _____, _____, and, if not then terminated by at least thirty days prior written notice by either party, shall continue further until so terminated.

(Continued on Sheet No. 7-11)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS SERVICE AGREEMENT
(Continued)**

Section No. 7
5th Revised Sheet No. 11

3.0 **RATE AND CHARGES.** All rates and charges applicable to Customer shall be assessed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's 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 Customer receives service. For purposes of this agreement, the Customer agrees to take service pursuant to Xcel Energy's Interruptible Service Rate Schedule (if service is provided to Customer in Minnesota) or Large Interruptible Service Rate Schedule (if service is provided to Customer in North Dakota), attached hereto.

4.0 **CURTAILMENT PRIORITY CATEGORY.** Company shall place Customer in priority category _____. It is understood and agreed that this classification shall be subject to revision based on actual experience of operation or modification to the priority of service categories of Company or Company's interstate pipeline suppliers.

If Customer fails to curtail use of gas hereunder when requested to do so by Company, Customer agrees to pay to Company the amount specified in the rate schedule provision "Additional Charge for Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" (if Customer service is provided in Minnesota) or "Additional Charge for Use of Gas During Curtailment" (if Customer service is provided in North Dakota) then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off Customer's supply of gas in the event of failure to curtail use thereof when requested by Company.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service or increase the per therm penalty as specified in Section 5, Sheet No. 12 for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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On an annual basis, the customer shall provide an annual attestation to the Company that it has fully functioning back-up equipment and/or the ability to curtail natural gas use when requested. The operational and functionality of the back-up equipment is the sole responsibility of the interruptible customer. Failure to maintain this equipment or failure to curtail represents a breach of the terms of interruptible service and may result in termination of the agreement.

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5.0 **PAYMENT OF BILLS.** All bills are due and payable upon presentation. Late payment charges may apply under the terms of Company's General Rules and Regulations in effect from time to time.

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(Continued on Sheet No. 7-11.1)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS SERVICE AGREEMENT
(Continued)**

Section No. 7
1st Revised Sheet No. 11.1

- 6.0 **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 in the state where Customer receives service, as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company upon request. Customer agrees to use gas service only as herein stated and will not assign this Agreement except upon written consent of Company.
- 6.1 **METERING, CHARTS.** Recording charts have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company.
- 6.2 **TELEMETERING.** Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof phone service and electrical service outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meets Company requirements, then the Customer will be required to manually collect meter readings as described above in Paragraph 6.1. If customer fails to provide the specified equipment and meter readings, then the Company may charge the Customer for its elevated actions to acquire the meter data as described in this class's tariff in Section 5.
- 7.0 **REGULATORY AUTHORITY.** It is understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.
- 8.0 **TERMINATION OF PRIOR AGREEMENT.** It is mutually agreed that on the effective date hereof this Agreement terminates that certain Agreement dated _____, _____, between Company and _____, covering the service furnished thereunder and any understandings, liabilities and undertakings of each Party unto the other arising therefrom, except as to any unpaid bills for gas service owing to Company.

Northern States Power Company
a Minnesota corporation ("Xcel Energy")
(Print full name)

Customer (Print full name)

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Form 17-6707



FIRM GAS TRANSPORTATION AGREEMENT

THIS Firm Gas Transportation Agreement is made this _____ day of _____, _____, by and between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" or "Company", and _____, a _____, hereinafter called "Customer". Customer has entered into an agreement to purchase natural gas and have that gas delivered to a town border station of Company, designated by Company. Customer and Company desire to enter into this Transportation Agreement to have said gas transported by Company to Customer's plant facilities at the Customer's point of delivery identified in Section 2.1.

WITNESSETH: The Parties hereto, each in consideration of the agreements of the other Party, agree as follows:

- 1.0 **TERM.** This Transportation Agreement shall be effective for an initial term beginning _____ and ending _____ and, if not terminated by at least thirty (30) days prior notice, shall continue further until so terminated.
- 1.1 **TERMINATION OF EXISTING GAS SERVICE AGREEMENT.** The existing Firm Gas Sales Service Agreement dated _____, _____, between Company and Customer for gas service at Customer's plant facilities located at the Customer's point of delivery identified in Section 2.1 is terminated on the effective date of this Transportation Agreement. Any request for reinstatement of firm sales service shall be subject to Company rules and regulations controlling applications for new service.
- 2.0 **LIMITATION ON OBLIGATION TO DELIVER.** This Transportation Agreement is expressly contingent upon Customer or its agent's procurement of firm natural gas supplies and firm transportation to the Company town border station at _____. If Customer fails to deliver gas to Company, Customer shall immediately cease using gas. Company is not obligated to provide backup sales service to Customer if Customer's gas supply is interrupted.
- 2.1 **REQUIREMENTS AND DELIVERIES; POINT OF DELIVERY.** Company agrees to accept delivery of Customer's gas at the inlet of Company's _____ town border station and transport and deliver said gas to Customer at Customer's point of delivery in volumes up to _____ therms per day, or such other volumes as is mutually agreed. Customer's point of delivery shall be outlet of the meter installation at _____.

Customers must maintain three (3) current contacts to receive notice of curtailment. If the customer does not have three qualified contacts, the customer shall provide an annual attestation to the Company that it is unable to have three qualified contacts and the customer understands they are obligated to curtail service when requested. The Company will make an annual request that customers confirm that contact information is current.

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(Continued on Sheet No. 7-13)

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**FIRM GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
4th Revised Sheet No. 13

2.2 **DAILY NOMINATIONS.** Customer shall on a daily basis provide Company with daily gas volumes, or nominations to be delivered during the following gas day commencing at 9:00 a.m. CCT. Customer may alternatively elect to make a standing nomination with Company, notifying Company before any day when Customer's daily deliveries will differ from the standing nomination by more than five (5) percent. Customer's daily or standing nomination shall be its best estimate of the expected utilization for the gas day. Company shall relay Customer's daily or standing nomination to Customer's gas supplier(s) and third party transporting pipeline(s). Customer shall submit nominations to Company at least ten minutes in advance of the following standardized nomination times:

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Timely	11:30 a.m.
Evening	6:00 p.m.
Intra-day 1	10:00 a.m.
Intra-day 2	5:00 p.m.
Final a.m.	8:00 a.m.

The Timely and Evening nominations are prior to the start of a Gas Day. The Timely nomination is mandatory. The remaining four nomination times are optional. Intra-day nomination changes are subject to Elapsed Prorated Scheduled Quantity (EPSQ) rules. EPSQ is defined as the portion of the scheduled gas quantity that would have flowed, up to the effective time of gas flow of the intra-day nomination. EPSQ rules divide a daily nomination into 24 hourly increments. Intra-day 1 nominations may not be less than eight hours of prorated flow (effective time of 5:00 p.m.). Intra-day 2 nominations may not be less than 12 hours of prorated flow (effective time of 9:00 p.m.). Final a.m. nominations are allowed by Northern Natural Gas Company (NNG) and can only be used in conjunction with injections or withdrawals from storage.

2.3 **DISPATCHING.** Customer will adhere to gas dispatching policies and procedures established by Company from time-to-time to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

2.4 **RATE OF FLOW.** The gas supply shall be transported to Customer at a rate of flow up to but not exceeding _____ therms per hour at the point of delivery. Gas shall be delivered at such pressures and temperatures as may exist under operating conditions at Customer's service location. Operating pressures at this location shall normally be between _____ Psi and _____ Psi.

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2.5 **INTERRUPTION.** The transportation and delivery of gas hereunder is on a firm basis. However, Customer agrees to cease using gas hereunder if Customer's gas supply is interrupted upstream from Company's distribution system.

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(Continued on Sheet No. 7-13.1)

Date Filed:	11-12-09	By: Judy M. Poferl	Effective Date:	05-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	G002/GR-09-1153		Order Date:	12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

FIRM GAS TRANSPORTATION AGREEMENT (Continued)

Section No. 7
3rd Revised Sheet No. 13.1

2.6 **BALANCING.** Customer and Company agree to balance daily and monthly delivery point nominations with actual daily and monthly deliveries on an ongoing basis. Customer agrees to exert its best efforts to keep daily deliveries within five (5) percent of daily nominations and to keep monthly nominations equal to monthly actual deliveries. Customer shall be responsible for balancing pipeline receipt point nominations made to suppliers and third party transporting pipeline(s) with actual receipt point deliveries.

3.0 **RATES AND CHARGES.** All rates and charges, including any additional charges for use during curtailment, interruption, or restriction, applicable to Customer shall be assessed in conformity with the General rules and Regulations and/or the Rate Schedule of Xcel Energy's 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 the service is provided. For purposes of this agreement, the Customer agrees to take service pursuant to Xcel Energy's Large Firm Transportation Service Rate Schedule (if service is provided to Customer in Minnesota) or Large Commercial Firm Transportation Service Rate Schedule (if service is provided to Customer in North Dakota), attached hereto.

Subject to Customer meeting the requirements for "Service on the Flexible Rate" of the Large Firm Transportation Service tariff a Flexible Demand Charge of \$_____per Therm per Month of Billing Demand and a Flexible Distribution Charge of \$_____per Therm shall apply.

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(Continued on Sheet No. 7-14)

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President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**FIRM GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 14

- 3.1 **TAXES.** In addition to the rates specified above, Company shall collect any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder. D
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- 3.2 **PENALTY PROVISIONS.** Customer shall be liable for daily and monthly balancing penalties pursuant to the penalty provisions established in Company's Firm Transportation rate sheet. T
- 4.0 **PAYMENT OF BILLS.** All bills are payable at Company's office on or before the due date. Should Customer fail to remit the full amount when due, Customer shall pay a late payment charge as provided in Company's Firm Transportation Service rate sheet in effect from time-to-time. T

(Continued on Sheet No. 7-15)

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

FIRM GAS TRANSPORTATION AGREEMENT (Continued)

Section No. 7
3rd Revised Sheet No. 15

- 4.1 **DISPUTED BILLS.** If Customer in good faith disputes the amount of any monthly billing or part thereof, Customer shall pay Company the amount Customer believes to be correct and notify Company in writing of the basis for disputing the bill. Company shall promptly investigate the matter and submit a corrected bill to Customer. If Customer has underpaid the amount actually due, Customer shall within five (5) days remit the additional amount due. If Customer has overpaid the amount actually due, Company shall refund the overpayment by a credit to Customer's next bill. If the dispute is not resolved to the satisfaction of Customer, Customer may seek resolution through applicable escrow payment and informal complaint procedures which may be established under the laws or regulations in the state where Customer's point of delivery is located. If stated in the General Rules and Regulations of Company's Gas Rate Book applicable in the state where Customer's point of delivery is located, Company agrees to waive the late payment charge for the disputed portion of any bill if Customer disputed the bill in good faith.
- 5.0 **BILLING ADDRESSES, CURTAILMENT NOTICES, OTHER NOTICES.** The applicable addresses and/or telephone numbers for billing, curtailment notices and other notices under this Agreement are provided in the Appendix to this Agreement.
- 6.0 **OTHER TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company's Gas Rate Book on file with the state regulatory commission in the state where the service is provided as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company upon request. Customer agrees to use gas service only as herein stated.
- 6.1 **METERING, CHARTS.** Recording charts have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company.
- 6.2 **TELEMETERING.** Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof phone service and electrical service outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meets Company requirements, then the Customer will be required to manually collect meter readings as described above in Paragraph 6.1. If Customer fails to provide the specified equipment and meter readings, then the Company may charge the Customer for its elevated actions to acquire the meter data as described in this class's tariff in Section 5.

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(Continued on Sheet No. 7-16)

Date Filed: 11-12-09 By: Judy M. Poferi Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**FIRM GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
4th Revised Sheet No. 16

- 7.0 **WAIVER OF LIABILITY.** Company shall have no liability to Customer or its assigns, or others, and Customer shall hold Company harmless for any termination of gas service caused by failure of Customer, Customer's gas supplier(s), or Customer's third party transporting pipeline(s) to deliver gas to Company's designated town border station. T
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- 8.0 **REGULATORY AUTHORITY.** This agreement is subject to all valid laws, orders, rules and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein and is subject to the receipt and maintenance of any necessary authorization for the transportation service contemplated herein. T
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- 9.0 **REPORTING REQUIREMENTS.** Customer shall furnish to Company all information as may be required or appropriate to comply with reporting requirements of duly constituted authorities having jurisdiction over the subject matter herein. T
- 10.0 **CONFIDENTIALITY.** The terms of this Transportation Agreement, including but not limited to Customer's delivered price of gas, Company's volume charge, the volumes of gas transported, and all other material terms of this contract shall be kept confidential by Company and Customer, except to the extent that any information must be disclosed to a third party as required by law or for the purpose of effectuating transportation of the subject gas pursuant to this Agreement. T
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- 11.0 **SUCCESSION, ASSIGNMENT.** This Agreement shall inure to and be equally binding on the respective parties, their successors and assigns. Customer shall not assign this Transportation Agreement and rights hereunder without the written approval of Company. Such approval shall not be unreasonably withheld. T
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(Continued on Sheet No. 7-17)

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President and CEO of Northern States Power Company, a Minnesota corporation
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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**FIRM GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 17

12.0 **ENTIRE AGREEMENT; MODIFICATION AND WAIVER.** This Transportation Agreement, together with all documents attached hereto which Company and Customer have signed or initialed intending to make them a part hereof, constitutes the entire agreement between the parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. Specifically, on the effective date hereof this Transportation Agreement terminates the Firm Transportation Agreement dated _____, _____, between Company and Customer, and any understandings, liabilities and undertakings of each party arising therefrom, except for any unpaid bills for service owing to Company. With regard to any pre-existing sales service agreement, see Paragraph 1.1 of this Firm Transportation Agreement. No addition to or modification of any provision hereof shall be binding upon Company, and Company shall not be deemed to have waived any provision hereof or any remedy available to it unless such addition, modification or waiver is in writing and signed by a duly authorized officer of Company.

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13.0 **SEVERABILITY.** If any provision hereof is held to be unenforceable by final order of any regulatory authority or court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year provided below.

Northern States Power Company
a Minnesota corporation ("Xcel Energy")
(Print full name)

Customer (Print full name)

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SIGNATURE: _____

SIGNATURE: _____

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TITLE: _____

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DATE: _____

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Form 17-1902

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Date Filed: 11-12-09 By: Judy M. Pofert Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT

Section No. 7
3rd Revised Sheet No. 18



INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT ("Transportation Agreement") is made this _____ day of _____, _____, by and between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" or "Company", and _____, a _____ corporation, hereinafter called "Customer". Customer has entered into agreement to purchase natural gas and have that gas delivered to a town border station of Company, designated by Company, or has entered into an Agency Agreement with Company whereby Company shall act as Customer's Agent to acquire natural gas and have that gas delivered to a town border station of Company. Customer and Company desire to enter into this Transportation Agreement to have said gas transported by Company to Customer's plant facilities located at Customer's point of delivery identified in Section 2.1 below.

WITNESSETH: The Parties hereto, each in consideration of the agreements of the other Party, agree as follows:

- 1.0 **TERM.** This Transportation Agreement shall commence on _____, and continue until _____, and, if not terminated by at least thirty (30) days prior notice, shall continue further until so terminated.
- 1.1 **SUSPENSION OF EXISTING INTERRUPTIBLE GAS SERVICE AGREEMENT.** The existing Interruptible Gas Service Agreement between Company and Customer for service at this location is suspended during the time this Transportation Agreement is effective. The prior existing Interruptible Gas Service Agreement shall again be in full force and effect whenever this Transportation Agreement is suspended.
- 2.0 **LIMITATION ON OBLIGATION TO DELIVER.** This Transportation Agreement is expressly contingent upon Customer or Customer's Agent's procurement of natural gas supplies and transportation to the Company town border station at _____. If Customer or Agent fails to deliver gas to Company at the designated town border station, Customer shall immediately cease using gas and switch to a back-up alternate fuel. Company is not obligated to provide natural gas sales service to Customer. However, Company may at its option provide temporary Interruptible Gas Service (if Customer service is provided in Minnesota) or Small and/or Large Interruptible Gas Service (if Customer service is provided in North Dakota) pursuant to Paragraphs 6.1 and 6.2 of this Transportation Agreement.

(Continued on Sheet No. 7-19)

Date Filed: 11-12-09 By: Judy M. Poferl Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
5th Revised Sheet No. 19

2.1 **REQUIREMENTS AND DELIVERIES; POINT OF DELIVERY.** Company agrees to accept delivery of Customer's gas at the inlet of Company's _____ town border station and, on an interruptible basis, transport and deliver said gas to Customer's point of delivery in volumes up to _____ therms per day, or such other volumes as is mutually agreed. Customer's point of delivery shall be the outlet of the meter installation at _____. Customers must maintain three (3) current contacts to receive notice of curtailment. If the customer does not have three qualified contacts, the customer shall provide an annual attestation to the Company that it is unable to have three qualified contacts and the customer understands they are obligated to curtail service when requested. The Company will make an annual request that customers confirm that contact information is current.

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2.2 **DAILY NOMINATIONS.** Customer shall on a daily basis provide Company with daily gas volumes, or nominations, to be delivered during the following gas day commencing at 9:00 a.m. CCT. Customer may alternatively elect to make a standing nomination with Company, notifying Company on any day when Customer's daily deliveries will differ from the standing nomination by more than five (5) percent. Customer's daily or standing nomination shall be its best estimate of the expected utilization for the gas day. If Customer and Company mutually agree, Company will relay Customer's daily or standing nomination to Customer's Agent, gas supplier(s), and third party transporting pipeline(s). Customer shall submit nominations to Company at least ten minutes in advance of the following standardized nomination times:

Timely	11:30 a.m.
Evening	6:00 p.m.
Intra-day 1	10:00 a.m.
Intra-day 2	5:00 p.m.
Final a.m.	8:00 a.m.

The Timely and Evening nominations are prior to the start of a Gas Day. The Timely nomination is mandatory. The remaining four nomination times are optional. Intra-day nomination changes are subject to Elapsed Prorated Scheduled Quantity (EPSQ) rules. EPSQ is defined as the portion of the scheduled gas quantity that would have flowed, up to the effective time of gas flow of the intra-day nomination. EPSQ rules divide a daily nomination into 24 hourly increments. Intra-day 1 nominations may not be less than eight hours of prorated flow (effective time of 5:00 p.m.). Intra-day 2 nominations may not be less than 12 hours of prorated flow (effective time of 9:00 p.m.). Final a.m. nominations are allowed by Northern Natural Gas Company (NNG) and can only be used in conjunction with injections or withdrawals from storage.

2.3 **DISPATCHING.** Customer will adhere to gas dispatching policies and procedures established by Company from time-to-time to facilitate service under this Agreement. Company will inform Customer of any changes in dispatching policies that may affect this Agreement as they occur.

(Continued on Sheet No. 7-19.1)

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 19.1

- 2.4 **RATE OF FLOW.** The gas supply shall be transported to Customer at a rate of flow up to but not exceeding _____ therms per hour at the point of delivery. Gas shall be delivered at such pressures and temperatures as may exist under operating conditions at Customer's service location. Operating pressures at this location shall normally be between _____ Psi and _____ Psi.
- 2.5 **INTERRUPTION.** The transportation and delivery of gas hereunder is on an interruptible basis. Customer agrees to cease using gas hereunder to the extent and for the periods of interruption requested by Company. Customer further agrees to maintain suitable standby facilities and have access to sufficient standby fuel for periods of curtailment of the delivery of gas. The Company agrees to provide notice to the Customer in conformity with its Interruptible Transportation Service Schedule in its Tariff (on file with the Minnesota Public Utilities Commission) or its Large Commercial Interruptible Transportation Schedule (on file with the North Dakota Public Service Commission), depending on the location of the Customer. Company agrees whenever possible to give Customer the time reasonably necessary to make a change-over to standby alternate fuel or otherwise curtail gas use, and Customer agrees to proceed promptly to make such changeover or take such action as is necessary to curtail gas use.
- 2.6 **NOTICES OF CURTAILMENT.** Customer will provide Company (and update as necessary) the names and telephone numbers of persons Company should notify to curtail. On an annual basis, the customer shall provide an annual attestation to the Company that it has fully functioning back-up equipment and/or the ability to curtail natural gas use when requested. The operational and functionality of the back-up equipment is the sole responsibility of the interruptible customer. Failure to maintain this equipment or failure to curtail represents a breach of the terms of interruptible service and may result in termination of the agreement.
- 2.7 **WAIVER OF LIABILITY.** Company shall have no liability for any loss, injury or damage resulting to Customer, its assigns, or others, from failure to provide gas service arising out of the interruption or curtailment of gas service, and Customer shall hold Company harmless from all claims for such liability.

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(Continued on Sheet No. 7-20)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E,G999/CI-19-160		Order Date:	11-06-19

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
5th Revised Sheet No. 20

2.8 **BALANCING.** Customer and Company agree to balance daily and monthly delivery point nominations with actual deliveries (as defined in Paragraph 3.2) on an ongoing basis. Customer agrees to exert its best efforts to keep daily deliveries within five (5) percent of daily nomination and to keep monthly nominations equal to monthly actual deliveries. Customer or Agent shall be responsible for balancing receipt point nominations made to third party transporting pipeline(s) with receipt point deliveries made by Customer or Agent's gas supplier(s).

3.0 **RATES AND CHARGES.** All rates and charges applicable to Customer shall be addressed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's 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 the service is provided. For purposes of this Agreement, the Customer agrees to take service pursuant to Xcel Energy's Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota) is attached.

Subject to Customer meeting the requirements for "Service on the Flexible Rate" of the Interruptible Transportation Service tariff a Flexible Distribution Charge for small/medium/large Volume of \$ _____ per Therm shall apply.

3.1 **TAXES.** In addition to the rates specified above, Xcel Energy shall collect any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.

3.2 **PENALTY PROVISION.** Customer shall be liable under the penalty provisions established in Company's Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or its Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota).

3.3 **ADDITIONAL CHARGE FOR USE DURING CURTAILMENT, INTERRUPTION OR RESTRICTION.** If Customer fails to curtail, interrupt or otherwise restrict use of gas hereunder when requested by Company, Customer agrees to pay to Company the amount specified in the "Additional Charge for Use of Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" provision of the Interruptible Transportation Service rate schedule then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off Customer's gas supply in the event of Customer's failure to curtail gas use thereof when requested by Company to do so.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service or increase the per therm penalty as specified in Section 5, Sheet No. 19 for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 7-21)

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President, Northern States Power Company, a Minnesota corporation
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INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)

Section No. 7
2nd Revised Sheet No. 21

4.0 **PAYMENT OF BILLS.** All bills are payable at Company's office on or before the due date. Should Customer fail to remit the full amount when due, Customer shall pay a late payment charge as provided in Company's Interruptible Transportation Service rate sheet in effect from time to time.

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4.1 **DISPUTED BILLS.** If Customer in good faith disputes the amount of any monthly billing or part thereof, Customer shall pay Company the amount Customer believes to be correct and notify Company in writing of the basis for disputing the bill. Company shall promptly investigate the matter and submit a corrected bill to Customer. If Customer has underpaid the amount actually due, Customer shall within five (5) days remit the additional amount due. If Customer has overpaid the amount actually due, Company shall refund the overpayment by a credit to Customer's next bill. If the dispute is not resolved to the satisfaction of Customer, Customer may seek resolution through applicable escrow payment and informal complaint procedures which may be established under the laws or regulations in the state where Customer's point of delivery is located. If stated in the General Rules and Regulations of Company's Gas Rate Book applicable in the state where Customer's point of delivery is located, Company agrees to waive the late payment charge for the disputed portion of any bill if customer disputed the bill in good faith.

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5.0 **BILLING ADDRESSES, CURTAILMENT NOTICES, OTHER NOTICES.** The applicable addresses and/or telephone numbers for billing, curtailment notices, and other notices under this Transportation Agreement are provided in the Appendix to this Transportation Agreement.

6.0 **REPLACEMENT OR SUPPLEMENTAL SALES SERVICE.** The prior existing Interruptible Gas Service Agreement between Company and Customer, which is suspended when this Transportation Agreement is invoked, may be temporarily or partially reinstated in the following situations and under the following conditions:

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6.1 If Customer's gas is unavailable or insufficient to meet Customer's daily gas requirements, Customer can request that Company provide replacement or supplemental interruptible sales service pursuant to the Interruptible Service Schedule (if Customer service is provided in Minnesota) or Small and/or Large Interruptible Service Schedule (if Customer service is provided in North Dakota) and applicable interruptible sales rate schedule(s), rules and regulations. Company may, at its option, provide such replacement or supplemental sales service if sufficient system supply gas is available to meet Customer's request. For billing purposes, Customer's gas shall be considered the first through Customer's meter.

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6.2 When temporary replacement or supplemental Interruptible Service (if Customer service is provided in Minnesota) or Small and/or Large Interruptible Service (if Customer service is provided in North Dakota) is provided under Paragraph 6.1, Customer shall continue to pay the Interruptible Transportation Service Customer Charge (if Customer service is provided in Minnesota) or Large Commercial Interruptible Transportation Service Basic Service Charge (if Customer service is provided in North Dakota), rather than the Interruptible Gas Service Customer Charge (if Customer service is provided in Minnesota) or the Small and/or Large Interruptible Service Basic Service Charge (if Customer service is provided in North Dakota). In other respects, the Interruptible Gas Service Agreement, rates rules and regulations shall apply to all replacement or supplemental sales volumes.

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(Continued on Sheet No. 7-22)

Date Filed: 11-12-09 By: Judy M. Pofert Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 22

- 7.0 **OTHER TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company's Gas Rate Book on file with the state regulatory commission in the state where Customer's point of delivery is located, as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company upon request. Customer agrees to use gas service only as herein stated. T
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- 7.1 **METERING, CHARTS.** Recording charts have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company. DN
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- 7.2 **TELEMETERING.** Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof phone service and electrical service outlet with appropriate grounding for Company's telemetering equipment. If the Customer fails to provide phone and/or electrical service that meets Company requirements, then the Customer will be required to manually collect meter readings as described above in paragraph 7.1. If customer fails to provide the specified equipment and meter readings, then the Company may charge the Customer for its elevated actions to acquire the meter data as described in this class's tariff in Section 5. DN
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- 7.3 Company may, if the Parties mutually agree, take title to Customer's gas if necessary to arrange interstate pipeline transportation to Company's town border station. T
- 8.0 **REGULATORY AUTHORITY.** This Transportation Agreement is subject to all valid laws, orders, rules and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein and is subject to the receipt and maintenance of any necessary authorization for the transportation service contemplated herein. T
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- 9.0 **REPORTING REQUIREMENTS.** Customer shall furnish to Company all information as may be required or appropriate to comply with reporting requirements of duly constituted authorities having jurisdiction over the subject matter herein. T
- 10.0 **CONFIDENTIALITY.** The terms of this Transportation Agreement, including but not limited to Customer's delivered price of gas, Company's volume charge, the volume of gas transported, and all other material terms of this contract shall be kept confidential by Company and Customer, except to the extent that any information must be disclosed to a third party as required by law or for the purpose of effectuating transportation of the subject gas pursuant to this Agreement. T
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(Continued on Sheet No. 7-23)

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President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
(Continued)**

Section No. 7
3rd Revised Sheet No. 23

11.0 **SUCCESSION, ASSIGNMENT.** This Agreement shall inure to and be equally binding on the respective parties, their successors and assigns. Customer shall not assign this Agreement and rights hereunder without the written approval of Company. Such approval shall not be unreasonably withheld.

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12.0 **ENTIRE AGREEMENT; MODIFICATION AND WAIVER.** This Transportation Agreement, together with all documents attached hereto which Company and Customer has signed or initialed intending to make them a part hereof, constitutes the entire agreement between the parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. Specifically, on the effective date hereof this Transportation Agreement terminates the Transportation Agreement dated _____, _____, between Company and Customer, and any understandings, liabilities and undertakings of each party arising therefrom, except for any unpaid bills for service owing to Company. No addition to or modification of any provision hereof shall be binding upon Xcel Energy, and Xcel Energy shall not be deemed to have waived any provision hereof or any remedy available to it unless such addition, modification or waiver is in writing and signed by a duly authorized employee of Xcel Energy.

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13.0 **SEVERABILITY.** If any provision hereof is held to be unenforceable by final order of any regulatory authority or court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this Transportation Agreement effective the date and year first written above.

**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")
(Print full name)**

Customer (Print full name) _____

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SIGNATURE: _____

SIGNATURE: _____

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TITLE: _____

TITLE: _____

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DATE: _____

DATE: _____

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(Continued on Sheet No. 7-23.1)

Date Filed:	11-12-09	By: Judy M. Pofert	Effective Date:	05-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	G002/GR-09-1153		Order Date:	12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
 (Continued)**

Section No. 7
 Original Sheet No. 23.1

CONTRACT APPENDIX			
Customer Name: _____			
Customer Acct #: _____			
Service Address: _____	City _____	St _____	Zip _____
Contact Name: _____	Phone _____	Fax _____	
Billing Address: _____	City _____	St _____	Zip _____
Contact Name: _____	Phone _____	Fax _____	
Mailing Address: _____	City _____	St _____	Zip _____
Contact Name: _____	Phone _____	Fax _____	
Service _____ Priority _____ Meter # _____			
Alternate Fuel: <u>Coal</u> <u>Elec</u> <u>Oil #2</u> <u>Oil #6</u> <u>Propane</u> <u>Wood</u> <u>Other</u> (Circle One)			
Sales Rep _____		Phone _____	
Served From:			
<input type="checkbox"/> City of Fargo (Viking & WBI)	<input type="checkbox"/> LaCrosse Lateral	<input type="checkbox"/> Sartell	
<input type="checkbox"/> City of St Cloud	<input type="checkbox"/> Lake City	<input type="checkbox"/> South East (Red Wing)	
<input type="checkbox"/> City of Winona	<input type="checkbox"/> Mapleton	<input type="checkbox"/> St Cloud Lateral	
<input type="checkbox"/> Dilworth	<input type="checkbox"/> Metro East (St Paul)	<input type="checkbox"/> St Joseph	
<input type="checkbox"/> E. Grand Forks	<input type="checkbox"/> Moorhead	<input type="checkbox"/> Viking System MN	
<input type="checkbox"/> Foley	<input type="checkbox"/> NNG System MN	<input type="checkbox"/> Wabasha	
<input type="checkbox"/> Grand Forks	<input type="checkbox"/> NW (St Cloud)	<input type="checkbox"/> WBI System	
Curtailment Notification:			
Please list at least two names of persons to be called in case of curtailment			
Name	Business Telephone	After Business Hours Telephone	Pager
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

Date Filed: 11-12-09 By: Judy M. Poferl Effective Date: 05-01-11
 President and CEO of Northern States Power Company, a Minnesota corporation
 Docket No. G002/GR-09-1153 Order Date: 12-06-10

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MINNESOTA GAS RATE BOOK - MPUC NO. 2

LIMITED FIRM SERVICE AGREEMENT

Section No. 7
4th Revised Sheet No. 24



LIMITED FIRM SERVICE AGREEMENT

THIS AGREEMENT is dated this _____ day of _____, _____, by and between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), and _____, a _____ ("Customer"). Customer presently takes Interruptible Service at the service location specified below from Xcel Energy pursuant to an Interruptible Service Agreement dated _____. Customer desires to avail itself of Limited Firm Service for the term, at the price, and under the conditions set forth herein, and Xcel Energy is willing to provide such service.

NOW, THEREFORE: The Parties hereto, each in consideration of the agreement of the other Party, agree as follows:

- 1.0 **TERM, VOLUME AND AVAILABILITY.** Customer shall be entitled to _____ days of Limited Firm Service when Customer would otherwise be subject to curtailment during the period _____, _____, to _____, _____, at the service location specified below up to a maximum of _____ Therms/day. Limited Firm Service is available under the conditions set out in this Agreement and Xcel Energy's Limited Firm Service rate schedule in effect from time to time as filed with the Minnesota Public Utilities Commission (if service is provided to the Customer in Minnesota) or the Limited Firm Service Rider (if service is provided to the Customer in North Dakota). Customer shall nominate such service each day by notifying Xcel Energy's gas dispatcher at the number provided to Customer by Xcel Energy. Nominations shall be for a full 24-hour period. Xcel Energy will make service available as soon as operationally possible. Any gas taken in excess of the volume allowed or beyond the time period authorized shall be subject to additional charge for use of gas during curtailment pursuant to the applicable provisions of Xcel Energy's Interruptible Service schedule.
- 2.0 **ADDITIONAL SERVICE.** Notwithstanding the above, Customer may be entitled to a **one-time option** of additional Limited Firm days up to the Customer's limit of 15 days for Large/Medium Volume Customers and 10 days for Small Volume Customers. All additional purchases are subject to the availability of supply. Customer shall pay all applicable charges as set forth in Xcel Energy's applicable tariff.
- 3.0 **RATES AND CHARGES.** All rates and charges applicable to Customer shall be assessed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission where the customer receives service. For purposes of this agreement, the customer agrees to take service pursuant to Xcel Energy's Limited Firm Service Rate Schedule (if service is provided to Customer in Minnesota) or Limited Firm Service Rider Rate Schedule (if service is provided to Customer in North Dakota), attached hereto.

(Continued on Sheet No. 7-25)

Date Filed: 11-12-09 By: Judy M. Poferi Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**LIMITED FIRM SERVICE AGREEMENT
(Continued)**

Section No. 7
4th Revised Sheet No. 25

- 3.1 **AVAILABILITY CHARGE.** Customer shall pay an availability charge which shall consist of a \$ _____ fixed availability charge. The availability charge shall be billed to Customer by separate invoice after this Agreement is executed. Payment shall be due 30 days after billing.
- 4.0 **OTHER AGREEMENTS.** This Agreement is supplemental to the Interruptible Gas Service Agreement referred to above, which agreement shall remain in full force and effect except as specifically superseded herein for the term hereof.
- 5.0 **CURTAILMENT.** If Xcel Energy system operations require curtailment of firm service, service hereunder will be curtailed before all other firm service. Customers with unused contracted days at the end of the season will be credited a portion of the availability charge based on the days of curtailed Limited Firm Service, contracted days remaining, and days contracted.
- 6.0 **REGULATION.** This Agreement is subject to the regulation of all bodies having jurisdiction over the Parties and the subject matter of this Agreement.

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**Northern States Power Company
a Minnesota corporation ("Xcel Energy")
(Print full name)**

Customer (Print full name)

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SIGNATURE: _____

SIGNATURE: _____

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TITLE: _____

TITLE: _____

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DATE: _____

DATE: _____

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SERVICE LOCATION: _____

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Date Filed: 11-12-09 By: Judy M. Poferi Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC
 DISTRIBUTION AGREEMENT**

Section No. 7
 2nd Revised Sheet No. 29



**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").

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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.

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

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	Electric		Natural Gas	
	# Customers	Est. kWh	# Customers	Est. Therms
Residential				
Res. Space Heating				
Commercial				
Units in Development				

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(Continued on Sheet No. 7-30)

Date Filed: 05-09-11 By: Judy M. Pofert Effective Date: 08-17-11
 President and CEO of Northern States Power Company, a Minnesota corporation
 Docket No. G002/M-11-413 Order Date: 08-17-11

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7
2nd Revised Sheet No. 30

RATE(S) (Continued)

- 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. T
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- 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. T
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- 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. T
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(Continued on Sheet No. 7-31)

Date Filed: 05-09-11 By: Judy M. Poferi Effective Date: 08-17-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/M-11-413 Order Date: 08-17-11

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7
2nd Revised Sheet No. 31

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.

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(Continued on Sheet No. 7-32)

Date Filed:	05-09-11	By: Judy M. Pofert	Effective Date:	08-17-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	G002/M-11-413		Order Date:	08-17-11

4.0 TERMS AND CONDITIONS (Continued)

- 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, e.g. 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. T
- 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. T
- 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.

(Continued on Sheet No. 7-33)

Date Filed:	05-09-11	By: Judy M. Pofert	Effective Date:	08-17-11
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MINNESOTA GAS RATE BOOK - MPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7
2nd Revised Sheet No. 33

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. N
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- 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. T
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- 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. DN
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- 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. 7-34)

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Docket No.	G002/M-11-413		Order Date:	08-17-11

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**UNDERGROUND GAS AND/OR ELECTRIC
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7
2nd Revised Sheet No. 34

Developer

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

(NAME)

Laura McCarten
Regional Vice President

(COMPANY)

414 Nicollet Mall
Minneapolis, Minnesota 55401

(ADDRESS)

(CITY, STATE, ZIP CODE)

SIGNATURE: _____
PRINT FULL
NAME: _____

SIGNATURE: _____
PRINT FULL
NAME: Laura McCarten

DATE: _____

DATE: _____

Form 17-1905

Date Filed: 05-09-11 By: Judy M. Pofert Effective Date: 08-17-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/M-11-413 Order Date: 08-17-11

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK – MPUC NO. 2

NATURAL GAS COMPETITIVE AGREEMENT

Section No. 7
2nd Revised Sheet No. 36

CANCELED

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Date Filed:	09-28-18	By: Christopher B. Clark	Effective Date:	09-19-18
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	G999/CI-17-499		Order Date:	09-19-18

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK – MPUC NO. 2

NATURAL GAS COMPETITIVE AGREEMENT (Continued)

Section No. 7
2nd Revised Sheet No. 37

CANCELED

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Date Filed:	09-28-18	By: Christopher B. Clark	Effective Date:	09-19-18
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	G999/CI-17-499		Order Date:	09-19-18



GAS MAIN REFUNDABLE DEPOSIT AGREEMENT (Based on Justifiable Expense)

This Gas Main Refundable Deposit Agreement is made this ____ day of _____, 20__, between Northern States Power Company, a Minnesota corporation (“Xcel Energy”) 414 Nicollet Mall, Minneapolis, Minnesota 55401, and _____, (the “Customer”) (collectively, the “Parties”).

The Customer owns the property located in _____, in the County of _____, State of _____ and desires to have natural gas main and services installed for a development project, which is described more specifically on the map or plat attached hereto as Attachment A, and incorporated herein by reference (the “Project”). Xcel Energy is a natural gas public utility and desires to provide service to this property and Project. This Agreement is made in conformity with the Extension Rules of Xcel Energy, as set forth in the Rules and Regulations of its Gas Rate Book, on file with the state regulatory commission, in the state where service is provided.

Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Customer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the property utilized for the Project.
2. Natural gas main is currently located at _____. This Project will involve extension of gas main to _____ as designed. The total amount of new main to be installed for this Project is approximately _____ feet (dual main not included). There are ___ existing and ___ potential new homes within the Project’s scope. Customer is required to pay to Xcel Energy the sum of \$_____, which is determined to be the portion of the capital expenditure not justified by the anticipated annual revenue (herein referred to as the “shortfall charge”) as set forth in the Rules and Regulations of Xcel Energy’s Gas Rate Book, which is available at www.xcelenergy.com and on file with the state regulatory commission.
3. Neither Customer nor any of its contractors shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Customer will grant to Xcel Energy all easements necessary or desirable for the installation and operation of all natural gas mains and other facilities as requested by Xcel Energy.
4. In addition to the shortfall charge, a non-refundable payment in advance must be made to cover the specified addition cost of any unusual construction. Unusual construction costs are those costs over and above the charge. The Project is estimated to have \$_____ in unusual construction costs associated with it.

(Continued on Sheet No. 5-39)

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President and CEO of Northern States Power Company, a Minnesota corporation
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MINNESOTA GAS RATE BOOK – MPUC NO. 2

GAS MAIN REFUNDABLE DEPOSIT AGREEMENT (Continued)

Section No. 7
1st Revised Sheet No. 39

5. It is understood that the sums paid by the Customer or a portion thereof shall be refunded to the Customer(s) in an amount hereinafter described, without interest, for each home connected to the main installed by Xcel Energy for this Project within a period of five (5) years from the date of this Agreement, as provided in the applicable Xcel Energy tariff. Refunds will be given for the _____ through ____ units connected to and using natural gas from Xcel Energy for _____ heating within 5 years of the date of this Agreement. The Customer has been given credit for _____ units as part of the first year estimated revenue for this Project. In no event will the total of the refund(s) be greater than the total contribution made by Customer. Refunds will not be made for customers served by main extensions that connect to any point on the extension described above.
6. Customer must make all payments to Xcel Energy described in this Agreement prior to Xcel Energy initiating any construction.
7. The Parties warrant that each has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligation hereunder.
8. The Customer may not assign this Agreement. This is the complete Agreement between the Customer and Xcel Energy and it may not be changed except in writing and signed by both Parties.
9. The laws of the state in which the Project is located govern the terms of this Agreement.
10. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference.

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(Continued on Sheet No. 7-40)

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Docket No.	G002/GR-09-1153		Order Date:	12-06-10

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK – MPUC NO. 2

GAS MAIN REFUNDABLE DEPOSIT AGREEMENT (Continued)

Section No. 7
1st Revised Sheet No. 40

Customer

**Northern States Power Company,
a Minnesota corporation (“Xcel Energy”)**

(NAME)

Laura McCarten
Regional Vice President

(COMPANY)

414 Nicollet Mall
Minneapolis, Minnesota 55401

(ADDRESS)

(CITY, STATE, ZIP CODE)

SIGNATURE: _____
PRINT FULL
NAME: _____

SIGNATURE: _____
PRINT FULL
NAME: Laura McCarten

DATE: _____

DATE: _____

Form 17-1907

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Date Filed: 11-12-09 By: Judy M. Pofert Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10



MINIMUM BURN AGREEMENT

This Minimum Burn Agreement is made this ____ day of _____, 20__, between Northern States Power Company, a Minnesota corporation (“Xcel Energy”) 414 Nicollet Mall, Minneapolis, Minnesota 55401, and _____, (the “Customer”) (collectively, the “Parties”).

The Customer owns the property located in _____, in the County of _____, State of _____ more particularly described or depicted on Attachment A (the “Project”) and desires to have natural gas main and services installed. Xcel Energy is a natural gas public utility and desires to serve this area.

Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Customer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of all property within the Project. Therefore, in consideration of Xcel Energy’s agreement to design and install the natural gas main and services for the Project, the Customer grants Xcel Energy the exclusive right to transport natural gas to all residential, commercial and industrial structures located or to be located within the Project. If another entity transports natural gas to any structure within the Project, then the Customer will reimburse Xcel Energy for Xcel Energy’s costs in the design and installation of its natural gas main and services in the Project; and Xcel Energy shall be entitled to pursue any other remedies Xcel Energy may have against the Customer. The Customer will install natural gas appliances for _____.
2. All natural gas mains and/or services installed by Xcel Energy shall be and remain the property of Xcel Energy, and neither Customer nor its contractors shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Customer will grant to Xcel Energy all easements necessary or desirable for the installation and operation of all natural gas mains and other facilities as requested by Xcel Energy.
3. It is understood that any incentives offered to the Customer by Xcel Energy are contingent upon the loads represented by the Customer to be projected at the time of the installation of the Project. For the Project, Customer represents the associated load is as follows: _____ at _____ rate, rate code _____. Any change in the customer load shall allow the Company, at its sole discretion, to either: (1) revise this offer, including rescission, if the offer has not already been accepted by the Customer; or (2) terminate the agreement.
4. The Parties warrant that each has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligation hereunder.

(Continued on Sheet No. 5-42)

Date Filed: 11-12-09 By: Judy M. Pofert Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MINNESOTA GAS RATE BOOK – MPUC NO. 2

MINIMUM BURN AGREEMENT (Continued)

Section No. 7
1st Revised Sheet No. 42

5. Both Parties agree that the terms of this Agreement are confidential and may not be disclosed without the other Party's prior written consent. Notwithstanding the foregoing, Xcel Energy may disclose confidential information if required to do so by a government agency.
6. The Customer may not assign this Agreement. This is the complete Agreement between the Customer and Xcel Energy and it may not be changed except in writing and signed by both parties. The laws of the state where the Project is located will govern the terms of this Agreement.
7. Xcel Energy's decision to install natural gas main and services, as described in Paragraph 1 above, is cost-justified based upon the anticipated revenue from the sale of additional service to result therefrom. The anticipated revenue necessary for Xcel Energy to recover in order to maintain the cost-justification is \$_____. To justify service installation to the Project the Customer agrees to purchase an Annual Minimum Volume (AMV) of _____ Dkts (Decatherms) per year for the next _____ years. The first year shall start on the commence date of this Agreement, and shall be reviewed annually thereafter for the next _____ years. In the event of an annual shortfall, the Customer shall be billed the difference between the AMV and the actual delivered volume at a rate consistent with the current price for the _____ rate class, rate code _____, on the date of discovery. Rate information is available in the Rate Schedules of Xcel Energy's Gas Rate Book, which can be accessed on Xcel Energy's website, www.xcelenergy.com and are on file with the state regulatory commission.
8. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference.

Customer

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

(NAME)

Laura McCarten
Regional Vice President
414 Nicollet Mall
Minneapolis, MN 55401

(COMPANY)

(ADDRESS)

(CITY, STATE, ZIP CODE)

SIGNATURE: _____
PRINT FULL
NAME: _____

SIGNATURE: _____
PRINT FULL
NAME: Laura McCarten

DATE: _____
Form 17-1908

DATE: _____

Date Filed: 11-12-09 By: Judy M. Poferl Effective Date: 05-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/GR-09-1153 Order Date: 12-06-10

MY ACCOUNT ONLINE AGREEMENT

Section No. 7
3rd Revised Sheet No. 43

CANCELED

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(Continued on Sheet No. 7-44)

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Docket No.	E002/M-20-842		Order Date:	05-07-21

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK - MPUC NO. 2

MY ACCOUNT ONLINE AGREEMENT (Continued)

Section No. 7
3rd Revised Sheet No. 44

CANCELED

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(Continued on Sheet No. 7-45)

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CANCELED

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(Continued on Sheet No. 7-46)

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(Continued on Sheet No. 7-47)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK - MPUC NO. 2

MY ACCOUNT ONLINE AGREEMENT (Continued)

Section No. 7
2nd Revised Sheet No. 47

CANCELED

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(Continued on Sheet No. 7-48)

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(Continued on Sheet No. 7-49)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA GAS RATE BOOK - MPUC NO. 2

MY ACCOUNT ONLINE AGREEMENT (Continued)

Section No. 7
2nd Revised Sheet No. 49

CANCELED

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XCEL ENERGY'S eBILL AND eBILL 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 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/or 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 payments 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.

**eBILL and eBILL PAYMENT TERMS OF USE
(Continued)**

Section No. 7
2nd Revised Sheet No. 51

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 Service (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 web site.

To enroll 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 may also de-enroll any user 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.

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 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 us 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 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 a returned 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 terminate 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 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. 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 not 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 just 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 become 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. 7-52)

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President, Northern States Power Company, a Minnesota corporation
Docket No. E,G002/M-17-553 Order Date: 11-02-17

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**eBILL and eBILL PAYMENT TERMS OF USE
(Continued)**

Section No. 7
1st Revised Sheet No. 52

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 (3 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 (3 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.

(Continued on Sheet No. 7-53)

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

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.

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**eBILL and eBILL PAYMENT TERMS OF USE
(Continued)**

Section No. 7
1st Revised Sheet No. 54

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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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(Continued on Sheet No. 7-55)

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**eBILL and eBILL PAYMENT TERMS OF USE
(Continued)**

Section No. 7
2nd Revised Sheet No. 55

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.

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

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		President, Northern States Power Company, a Minnesota corporation		
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QUICK PAY TERMS OF USE

Section No. 7
1st Revised Sheet No. 56

CANCELED

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QUICK PAY TERMS OF USE (Continued)

Section No. 7
1st Revised Sheet No. 57

CANCELED

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QUICK PAY TERMS OF USE (Continued)

Section No. 7
1st Revised Sheet No. 58

CANCELED

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QUICK PAY TERMS OF USE (Continued)

Section No. 7
1st Revised Sheet No. 59

CANCELED

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QUICK PAY TERMS OF USE (Continued)

Section No. 7
1st Revised Sheet No. 60

CANCELED

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**ONE-TIME MY ACCOUNT PAYMENT
TERMS OF USE**

Section No. 7
Original Sheet No. 61



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. 7-62)

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**ONE-TIME MY ACCOUNT PAYMENT
TERMS OF USE (Continued)**

Section No. 7
Original Sheet No. 62

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 our 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 us 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 Presentment

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.

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**ONE-TIME MY ACCOUNT PAYMENT
TERMS OF USE (Continued)**

Section No. 7
Original Sheet No. 63

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 (3 PM Central Time) on the Payment Due Date. One-Time My Account Payments initiated after 4 PM Mountain Time (3 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 (45) 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. 7-64)

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**ONE-TIME MY ACCOUNT PAYMENT
TERMS OF USE (Continued)**

Section No. 7
Original Sheet No. 64

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.

(Continued on Sheet No. 7-65)

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**ONE-TIME MY ACCOUNT PAYMENT
TERMS OF USE (Continued)**

Section No. 7
Original Sheet No. 65

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.

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CUSTOMER MOBILE APPLICATION TERMS OF USE

Section No. 7
1st Revised Sheet No. 67

CANCELED

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(Continued on Sheet No. 7-68)

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**CUSTOMER MOBILE APPLICATION TERMS OF USE
(Continued)**

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(Continued on Sheet No. 7-69)

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**CUSTOMER MOBILE APPLICATION TERMS OF USE
(Continued)**

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(Continued on Sheet No. 7-70)

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**CUSTOMER MOBILE APPLICATION TERMS OF USE
(Continued)**

Section No. 7
1st Revised Sheet No. 70

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**CUSTOMER MOBILE APPLICATION TERMS OF USE
(Continued)**

Section No. 7
1st Revised Sheet No. 71

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**CUSTOMER MOBILE APPLICATION TERMS OF USE
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**CUSTOMER MOBILE APPLICATION TERMS OF USE
(Continued)**

Section No. 7
1st Revised Sheet No. 73

CANCELED

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 74

XCEL ENERGY'S ONLINE TERMS OF USE

BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER 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 PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").

(Continued on Sheet No. 7-75)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 75

1. What is the service?

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, 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 will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

(Continued on Sheet No. 7-76)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 76

1. User accounts.

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact 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. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. 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 agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

2. Your right to use the Service and eligibility requirements.

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial 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. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

(Continued on Sheet No. 7-77)

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4. Can I authorize others access to my accounts through the Service?

Yes. Certain features of the Service will enable you to designate individuals who you authorize 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 in the Service depending on the level of access you provide the Delegate. **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.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

5. Your access to the Service.

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, 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 Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. 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 Service 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.

(Continued on Sheet No. 7-78)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 78

5. Your access to the Service (Continued).

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

6. Xcel Energy's right to modify these terms of use.

These terms of use, 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 these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

7. Third Party Websites.

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

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

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

(Continued on Sheet No. 7-79)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 79

9. Intellectual Property Rights.

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (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. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. 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.

10. Restrictions on your use of the Service.

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use 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; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

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, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

(Continued on Sheet No. 7-80)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 80

11. Privacy Policy and Communications.

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

12. Xcel Energy's waiver of warranties and limitation of its liability.

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY 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 ON THE SERVICE OR THE CONTENT. THE SERVICE 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 SERVICE OR THE CONTENT FOR ANY PURPOSE. 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 CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, 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.

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13. Indemnification.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

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.

14. Your Content.

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

(Continued on Sheet No. 7-82)

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ONLINE TERMS OF USE

Section No. 7
Original Sheet No. 82

15. Reporting Claims of Copyright Infringement.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel
Xcel Energy
401 Nicollet Mall; 8th Floor
Minneapolis, MN 55401
1-800-895-4999
customerservice@xcelenergy.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

16. Cautionary Statement Regarding Forward-Looking Statements.

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

(Continued on Sheet No. 7-83)

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17. Wireless and Location-Based Features

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

18. Applicable Law and Venue.

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address 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 otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

19. U.S. Only.

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

20. General Terms.

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). 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 these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

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21. 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 these Terms of Use.

22. 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. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

23. Assignment.

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

24. Contact Information.

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.