

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 12 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 13 ("INDEMNIFICATION").

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.

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2. 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.

3. 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.

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.

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.

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.

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.

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.

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.

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.

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>.