

Xcel Energy Cold Climate Heat Pump Study Terms for Colorado Customers (“Study Terms”)

Public Service Company of Colorado, doing business as Xcel Energy (“Xcel Energy”) is conducting a **Cold Climate Heat Pump** research study (“Study”) with a limited number of Colorado residential rate electric and gas customers who currently use a natural gas furnace for their heating and cooling needs and will replace these existing systems with a cold climate air source heat pump (“you”, “your” or “Customer”) purchased through Xcel Energy’s Residential HVAC Program (Program). Participation in the Study will be offered to a limited number of Customers, on a first come first served basis. Customers selected for the Study, will be required to purchase and install a cold climate air source heat pump at the Customer’s residence and allow Xcel Energy to install equipment to monitor the cold climate air source heat pump and back up natural gas furnace (if applicable).

If you are selected to participate in the Study, you agree to the following for the three-year duration of the Study: 1) keep the air source heat pump, natural gas furnace (if applicable), and associated monitoring equipment (owned and provided by Xcel Energy) installed and operational, 2) use the switchover temperature set during installation, 3) complete research surveys provided by Xcel Energy in a timely manner.

In exchange for your participation in this Study, Xcel Energy will issue you an incentive (“Participation Reward”). The Participation Reward is \$1,000 for a centrally ducted cold-climate air source heat pump and \$600 for a mini-split cold climate heat pump. The Participation Reward will be paid within 90 days after Xcel Energy has verified the equipment has been installed and is operational. The Participation Reward is in addition to the Residential HVAC Program rebates for the installation of the equipment.

In order to enroll in the Study, please review these Study terms and conditions (“Study Terms”). Your participation in the Study is subject to these Study Terms and you agree that by participating in the Study you understand and agree to these Study Terms. After reviewing your application, Xcel Energy will notify you if you qualify for the Study by e-mail (the date of the e-mail will be the “Enrollment Date”).

1. Eligibility

You are eligible to participate in the Study if you meet the following criteria:

- Either previously owned 1) a natural gas furnace with or without centrally ducted air conditioning system or 2) a natural gas boiler;
- Have installed either 1) a new centrally ducted air source heat pump with or without a new natural gas furnace or 2) a new multi-split air source heat pump;
- Have allowed the installation of the Study associated energy monitoring equipment
- Maintain all equipment installed as part of this Study for the duration of the Study Term set forth in section 4.3 below;
- Maintain the switchover temperature set during installation;
- Are a residential customer at your home address in Xcel Energy Colorado service territory;
- You must complete a Residential HVAC Program application for the cold climate air source heat pump or cold climate mini-split heat pump, and be selected by Xcel Energy to participate in the Study (Participation in the Study will be determined by Xcel Energy, in its sole discretion);
- You will provide accurate and complete information as part of your participation in the Study. Xcel Energy is not responsible for any harm or inaccuracies caused by you or for misstatements, misrepresentations or failure to provide accurate and complete information;
- Permit Xcel Energy or its contractors and affiliates to access your premises to install monitoring equipment and assess the continuing operation of the equipment;
- Agree to supply power to the monitoring equipment for the duration of the study term and pay the cost for this power on your utility bill;

You agree to these Study Terms and to participate in the Study as set forth in these Study Terms. Failure to meet any of the above eligibility requirements at any time during the Study Term will void any obligation Xcel Energy has to pay you the Participation Reward, Xcel Energy may immediately terminate your participation in the Study, and you will be required to refund any Participation Reward which has already been paid.

2. Enrollment

You can enroll in the study by working with a participating contractor and agreeing to these terms. Your contractor will submit an application and this signed agreement on your behalf. Your application will be reviewed by Xcel Energy staff and you will be notified by email confirming your participation in the study. Your contractor will work with the M&V consultant to complete the commissioning report. Xcel Energy will call you to arrange a time for the installation of the monitoring equipment. After installation of the monitoring equipment is confirmed by the M&V consultant, Xcel Energy will process your application and pay the Participation Reward. You will receive annual surveys from Xcel Energy regarding your satisfaction with the study, which should be completed and returned to Xcel Energy in a timely manner.

3. Sharing of Xcel Energy Customer Information

Xcel Energy will provide Xcel Energy authorized suppliers and consultants with data (“Customer Information”), including, but not limited to one or more of the following: name, address, heat pump or furnace or boiler model and serial numbers, and e-mail address, for the purposes of allowing such third parties to carry-out services in relation to this Study. Upon enrolling and installing the measurement and verification monitoring system, energy usage information will be monitored and collected from the new Heat Pump system and shared with Xcel Energy. The monitored data will include, but not be limited to, power demand and energy consumption of the overall Heat Pump system, components within the system like the central fan or compressor, supply and return air temperatures at the furnace / air handler, actual airflow at the central fan, refrigeration line set temperatures before and after the compressor. Successful collection of this data will be used to validate your eligibility to participate in the Study. Xcel Energy may share this data directly with its authorized suppliers and consultants, who will use this data to study and evaluate the benefits that the Heat Pump equipment provides to the power grid, in connection with proceedings before the Colorado Public Utilities Commission, to design future energy efficiency and beneficial electrification programs, to support power grid planning and management, to share aggregated and anonymized findings, and to inform Program operations. If you withdraw from the Study or if the Study is discontinued by Xcel Energy, Xcel Energy and such authorized third parties will cease the sharing of Xcel Energy Customer Information without reasonable delay. Xcel Energy maintains administrative, technical and physical safeguards designed to protect the privacy and security of the information we maintain about you, as outlined in the [Xcel Energy Privacy Policy](#).

4. Study Participation Requirements

In order to remain enrolled in the Study, you must maintain all equipment provided as part of the study installed and operational, maintain the switchover temperature set during installation, complete surveys from the Company in a timely manner, and provide access to your premises to the Company and its contractors and affiliates.

5. Study Term and Withdrawal

5.1. You may withdraw from the Study at any time.

5.2. Xcel Energy may discontinue the Study at any time for any reason.

5.3. These Study Terms shall remain in effect for up to three years from the date of installation of the monitoring equipment, unless terminated pursuant to other provisions of these Study Terms, Xcel

Energy's tariffs or until the Study is discontinued by Xcel Energy. Xcel Energy will make best efforts to provide Study participants a discontinuation notice at least thirty (30) days prior to such termination date.

- 5.4. You will promptly notify Xcel Energy in the event you wish to unenroll from the Study, the ownership of your equipment in the Study changes, or you move out of Xcel Energy's Colorado service territory. In the event the ownership of your equipment changes or you move out of Xcel Energy's Colorado service territory, your notice must be received by Xcel Energy within 30 days of the change in ownership or the date you move. If a customer has unenrolled from the study, the Company will remove the monitoring equipment associated with the study upon request and at the Company's expense.
- 5.5. If Xcel Energy becomes aware that your equipment has changed ownership or that you have moved outside of Xcel Energy's Colorado service territory, without first receiving notice from you, it will be deemed by Xcel Energy as a Customer-initiated withdrawal from the Study
- 5.6. If you terminate your participation in the Study prior to one year from the date you first participated in the study, or if Xcel Energy terminates your participation in the Study because of your failure to adhere to the Study Terms at any time, or upon discovery of any tampering with monitoring equipment, then Xcel Energy shall have the right to terminate your participation in the Study immediately and require a refund of the Participation Reward.
- 5.7. The monitoring equipment installed by the M&V consultant remains the property of Xcel Energy. Upon completion of the Study term or upon your termination from the Study, Xcel Energy will contact you to arrange a time for the removal of the monitoring equipment.

6. Limitations

- 6.1. Study terms are subject to change any time. Please visit XcelEnergy.Com to determine whether any Study changes have occurred. Any material changes will be communicated to you by e-mail using the e-mail address provided by you.
- 6.2. Xcel Energy reserves the right to modify any and all Study incentives based on future performance, Study modifications, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to Customer by e-mail using the e-mail address provided by the Customer at least thirty (30) days prior to deployment of such changes.
- 6.3. You agree not to tamper with the air source heat pump, associated monitoring equipment, or any other hardware related to the Study and to restrict access by others attempting to tamper with the air source heat pump, associated monitoring equipment, or other Study-related hardware (as applicable). If Xcel Energy or its authorized suppliers or consultants identify any evidence of tampering, you will be removed from the Study.
- 6.4. You agree to protect and hold harmless Xcel Energy from any and all claims, damages and liability caused by your fault or negligence, or your failure to comply with these Study Terms. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against you, you agree to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.
- 6.5. YOUR PARTICIPATION IN THE STUDY IS ENTIRELY VOLUNTARY. XCEL ENERGY AND ITS SUPPLIERS AND CONSULTANTS DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR AIR SOURCE HEAT PUMP, YOUR INABILITY TO USE OR UNAVAILABILITY OF YOUR AIR SOURCE HEAT PUMP OR ANY DAMAGES TO OR INCURRED BY YOU OR YOUR AIR SOURCE HEAT PUMP OR ASSOCIATED MONITORING EQUIPMENT WHICH MAY RESULT FROM YOUR PARTICIPATION IN THE STUDY. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY OR VENDOR BE LIABLE TO YOU FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, AND IN NO EVENT SHALL XCEL ENERGY'S OR ANY OF XCEL ENERGY SUPPLIERS' OR CONSULTANTS' LIABILITY ON ANY CLAIM OF ANY KIND, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE STUDY, THESE STUDY TERMS, OR FROM PERFORMANCE OR BREACH THEREOF, EXCEED THE TOTAL AMOUNT OF THE PARTICIPATION REWARD.

7. Requirements

- 7.1. You are responsible for maintaining in working order your air source heat pump, natural gas furnace, multi-split heat pump, and your home's electrical service generally. The Company shall maintain the associated monitoring equipment.
- 7.2. You are responsible for maintaining the switchover temperature set during installation.
- 7.3. You are responsible for providing access to your premises to the Company or its contractors and affiliates upon request, for the purposes of inspecting or maintaining equipment associated with the Study.

8. Study Communications

You consent to receive communications from Xcel Energy relating to the Study in electronic or text-based form and sent to your email address or phone number provided during enrollment.

9. Governing Law; Disputes.

You and Xcel Energy agree that all disputes arising out of these Study Terms or the Study shall be subject to this Section 9. The internal laws of the State of Colorado, without regard to conflicts of laws provisions, govern the Study and these Study Terms and any action brought with respect to the Study Terms or the Study shall be brought in the courts located in Denver, Colorado.

10. General Terms

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

manner of the termination, as well as Xcel Energy's right to retain and use any data collected in connection with the Study.

11. Questions

If you have questions regarding these Study Terms, email Xcel Energy at EE-Team@xcelenergy.com

Customer Signature _____ Date _____