

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (“Agreement”), entered into and made effective as of the [REDACTED] day of [REDACTED] 2025 (the “Effective Date”), is by and between the Board of County Commissioners of Arapahoe County on behalf of its Office of Emergency Management, a Colorado local government entity, (“Company”), with its principal place of business at 5334 S. Prince Street, Littleton, CO 80120 and Xcel Energy Services Inc., a Delaware corporation, with its principal place of business at 414 Nicollet Mall, Minneapolis, MN 55401, on behalf of Northern States Power Company-Minnesota, Northern States Power Company-Wisconsin, Public Service Company of Colorado, or Southwestern Public Service Company (individually and collectively, “Xcel Energy”), both parties referred to individually as the “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Parties intend to enter into confidential discussions, negotiations and proposal development activities concerning methods, processes, and approaches on Geographic Information System (GIS) data exchange between parties, for the purposes of public safety, especially for preparedness activities such as high-risk weather events that necessitate a Public Safety Power Shutoff (PSPS) (the “Project”); and

WHEREAS, the Parties have entered into this Agreement in order to ensure the confidentiality of certain information exchanged between the Parties, and the confidentiality of the discussions between the Parties, to prevent the disclosure of same to third parties except as permitted herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean any and all visual, verbal, written, printed or other materials provided by one Party (the “Disclosing Party”) to another Party (the “Receiving Party”) to this Agreement concerning the Project and the substance and content thereof, and all information ascertained through the discussions between Representatives (as defined below) of the Parties concerning the Project. Confidential Information shall include, but not be limited to, all marketing, operational, economic, or financial knowledge, information, or data of any nature whatsoever which has been or may hereafter be provided or disclosed by the Parties concerning the Project. Confidential Information shall also include Critical Energy Infrastructure Information (“CEII”) as defined by the Federal Energy Regulatory Commission (“FERC”). Each Party shall have the right to determine, in its sole judgment, what information it will provide to the other. Confidential Information shall not include the following:
 - a. information which at the time of disclosure by the Disclosing Party is publicly available, or information which later becomes publicly available through no act or omission of the Receiving Party;
 - b. information which the Receiving Party can demonstrate was in its possession prior to disclosure by the Disclosing Party;

- c. information received by the Receiving Party from a third party who, to the best of the Receiving Party's knowledge, did not acquire such information on a confidential basis either directly or indirectly from the Disclosing Party; and
 - d. information which the Receiving Party can demonstrate was independently developed by it or for it and which was not obtained, in whole or in part, from the Disclosing Party.
2. Disclosure and Use of Confidential Information. The Parties agree to keep confidential all Confidential Information and shall not, without the other Party's prior written consent, disclose to any unaffiliated third party, firm, corporation or entity, such Confidential Information. The Parties may disclose the Project to their respective corporate affiliates, including its corporate affiliates that are regulated public utilities. The Parties shall limit the disclosure of the Confidential Information to only those directors, officers, employees, and agents (including attorneys, accountants, bankers, and consultants) of the Party or the Party's corporate affiliates (collectively, "Representative") reasonably necessary to evaluate the Project. Each Party shall use the Confidential Information only for the purpose of its internal evaluation of the Project. Neither Party shall make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the other Party. Each Party agrees that, in complying with its confidentiality obligations under this Agreement, such Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. The Parties agree to be responsible for any breach of this Agreement by their respective Representatives to the extent allowed by law. Disclosure of Confidential Information by either Party under this Agreement does not grant the Receiving Party any right or license to use the Confidential Information unless explicitly set forth herein. Confidential Information supplied is not to be reproduced in any form except as required to accomplish the intent of this Agreement.
3. Required Disclosure. In the event that Xcel Energy or its public utility corporate affiliate is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process to disclose any Confidential Information received pursuant to this Agreement, it is agreed that such information may be disclosed, under the protection of an utility regulatory commission or court protective order, to the persons provided access to the Confidential Information by the protective order. Xcel Energy and its corporate affiliates will use reasonable efforts to limit disclosure.
- In the event that Company is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, the Colorado Open Records Act or similar process (1) to disclose any Confidential Information received pursuant to this Agreement or (2) to disclose the possibility of the Project or the discussions pertaining thereto, it is agreed that Company will promptly notify Xcel Energy so that an appropriate protective order may be sought by Xcel Energy and/or a waiver of compliance with the provisions of this Agreement is granted.
- If, in the absence of a protective order or the receipt of a waiver hereunder, the Parties are nonetheless, in the written opinion of their respective counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event any Party may disclose such information

without liability hereunder, provided that the other Party has been given a reasonable opportunity to review the text of such disclosure before it is made.

4. Term. Regardless of any termination of any business relationship between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect for five (5) years from the Effective Date or until such time as the Parties have entered into an agreement providing otherwise.
5. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of the State of Colorado.
6. No Other Agreement. It is expressly understood that this Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Agreement is to evidence the Parties' agreement to maintain the confidentiality of the Confidential Information and shall not constitute any commitment or obligation on the part of either to enter into any specific contractual arrangement of any nature whatsoever.
7. Compliance with Securities Laws. The Receiving Party agrees that it will not use any Confidential Information in contravention of the United States securities laws, including the Securities Exchange Act of 1934, as amended, or any rules and regulations promulgated thereunder.
8. Notice. Any notice or request made to or by any Party regarding this Agreement shall be made to the Representative of the other Party as set forth in Attachment 1. Any notice, request, consent, or other communication required or authorized under this Agreement to be given by one Party to the other Party or Parties shall be in writing. It shall either be personally delivered or mailed, postage prepaid, or by e-mail with read receipt confirmation, to the Representative of said other Party or Parties. Any such notice, request, consent, or other communication shall be deemed to be given when delivered or mailed; or, in the case of e-mail, read receipt confirmation received.
9. Miscellaneous.
 - a. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. However, neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
 - b. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.E.S. §§ 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
 - c. This Agreement represents the entire understanding between the Parties with respect to the Project, and the terms and conditions of this Agreement supersede the terms of any prior agreements or understandings, express or implied, written or oral.
 - d. This Agreement may not be amended except in written form signed by both Parties.

- e. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect to the extent possible and in keeping with the intent of the Parties.
- f. There are no third-party beneficiaries to this Agreement.
- g. Failure by a party to enforce or exercise any provision, right or option contained in this Agreement will not be construed as a present or future waiver of such provision, right or option.
- h. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.
- i. A manually signed copy of this Agreement, or a copy of this Agreement signed with an electronic or digital signature, delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

**Board of County Commissioners of Arapahoe
County on behalf of its Office of Emergency
Management**

Xcel Energy Services Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT 1
REPRESENTATIVES FOR NOTICES**

Board of County Commissioners of Arapahoe County on behalf of its Office of Emergency Management	Xcel Energy Services Inc.
Name: Nate Fogg Title: Director, Arapahoe County Office of Emergency Management Address: 13101 E Broncos Pkwy Centennial, CO 80112 Phone: 720-874-3659 Email: NFogg@arapahogov.com	Name: Michael Chancey Title: Senior Manager, Wildfire Response Address: 1800 Larimer St. Denver, CO 80202 Phone: 720-916-6120 Email: michael.chancey@xcelenergy.com

Any Party may change the information for their Representative set forth in this Attachment 1 at any time with notice to, but without the approval of, the other Party or Parties.