

NGV U.P.-T.I.M.E. ANALYSIS
“Updated Performance Tracking Integrating Maintenance Expenses”
Data Sharing & Non-Disclosure Agreement

This Data Sharing Agreement ("Agreement") effective as of this **XX** day of **XXX, XXXX** (the “Effective Date”), is entered into by and between Clean Fuels Ohio (herein “DATA RECIPIENT” and “CFO”), an Ohio non-profit organization, having an office at 3240 West Henderson Road Suite A, Columbus, OH 43320; Akimeka LLC (herein “DATA RECIPIENT” and ENERGETICS”), a(n) Hawaiian For Profit Organization, having an office at 901 N. Lake Destiny Drive Suite 151, Maitland, FL 32751; and **XXXX**, a **XXXX** corporation (herein “DATA OWNER”), having an office and place of business at **XXXX**.

WHEREAS, DATA OWNER has rights to certain data from natural gas fleet and vehicle maintenance and operations costs and data; AND

WHEREAS, DATA RECIPIENTS and DATA OWNER desire to discuss matters concerning collecting and analyzing natural gas vehicle maintenance and operations data; AND

WHEREAS, DATA PROVIDER desires to share with DATA RECIPIENTS non-personally identifiable data regarding natural gas vehicle characteristics and maintenance, fueling, and operational data (herein “DATA”) as part of CFO’s “NGV U.P.-T.I.M.E. Analysis – Updated Performance Tracking Integrating Maintenance Expenses” Prime Contract (herein “PROJECT”) funded in part by the U.S. Department of Energy’s (“DOE”) Agreement Number DE- EE0008798; AND

WHEREAS, CFO, performing as the prime contractor on the PROJECT, and ENERGETICS, performing as the data technical lead on the PROJECT will be performing an analysis of VEHICLE MAINTENANCE & OPERATIONS DATA to determine the current state of practice, the operating characteristics, business case, and to identify areas of improvement resulting in a summary report/presentation to be provided to the U.S. Department of Energy and other related project stakeholders, will provide the National Renewable Energy Laboratory (herein “NREL”) with a dataset to perform their own analysis with limited rights to only publish summary reports/presentations and will be compiling a database of anonymized DATA to share publicly at the conclusion of the PROJECT;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, including the disclosure of Confidential Information, and intending to be legally bound hereby, the parties agree as follows:

1. DATA, may include but is not limited to, VEHICLE MAINTENANCE & OPERATIONS DATA, which may include, but is not limited to, natural gas vehicle characteristics, maintenance, operations, and fueling data. This also includes Vehicle Maintenance Reporting Standard (VMRS) Codes from DATA PROVIDER that will be used to share data capturing maintenance costs, components, activities, and other aspects of maintenance operations. This DATA may include data that DATA OWNER has determined to be confidential (“Confidential Information”) and/or Personally Identifiable Information (“PII”).

For the purpose of this Agreement “Confidential Information” is defined as information or material which is considered confidential and proprietary to the DATA OWNER, generally not known to the public, and which AKIMEKA may obtain through any direct or indirect contact with the DATA OWNER including, but not limited to, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, source code, intellectual property, sales data, strategic information, customer lists, etc.;

For the purpose of this Agreement “PII” is defined as all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. Examples may include, but are not limited to, a specific individual’s: first name (or initial) and last name (current or former); geographical address;

electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number dedicated to contacting the individual at his or her physical place of residence. When connected with one or more of the items of information specified above, PII includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

- a. Keep the Confidential Information in confidence and in the same manner as the receiving party maintains its own Confidential Information, or, at minimum, as a reasonable person would under the circumstances;
 - b. Limit the disclosure of all Confidential Information received under this Agreement inside its organization (including affiliated entities) to employees, agents and contractors having a need-to-know, provided, that each are under confidentiality obligations similar to those contained herein;
 - c. Not disclose the Confidential Information (or any copy or portion thereof) to any third party outside of the DATA RECIPIENTS and DOE National Labs; except that DATA RECIPIENTS may publish or present any resulting summary report or presentation which may include vehicle maintenance and operations analysis results that describe vehicle, repair frequency, and repair cost data patterns and trends as well as Vehicle Maintenance Reporting Standard (VMRS) codes but are anonymized to not indicate specific data locations of DATA OWNERS (“SUMMARY DATA”) obtained from VEHICLE MAINTENANCE & OPERATIONS DATA.
 - d. Use the Confidential Information only for the purposes directly related to the discussions specified above;
2. License: DATA OWNER hereby grants to CFO and ENERGETICS a limited, non-exclusive, nontransferable, and irrevocable license to access, copy and use the DATA and DATA OWNER hereby grants to DATA RECIPIENTS, the DOE, NREL, and other applicable PROJECT stakeholders unlimited rights to (a) take, use and publish photographs of the plug-in electric vehicle(s) or electric vehicle charging station(s) and (b) anonymized summary data obtained from DATA (the “Licenses”).
3. Use of DATA:
- a. AKIMEKA will use or disclose the DATA only in furtherance of the PROJECT or as required by law.
 - b. AKIMEKA shall exercise at least the same degree of care as it uses with its own data, but in no event less than reasonable care, to protect DATA from misuse and unauthorized access or disclosure.
4. DATA OWNER Responsibilities:
- a. DATA OWNER represents and warrants that is has the right to grant DATA RECIPIENTS, and NREL the licenses as described in this provision.
 - b. DATA OWNER will provide adequate access to view the natural gas and diesel vehicle maintenance and operations data to CFO and ENERGETICS staff. Such access must be consistent with the purpose of the PROJECT.
 - c. DATA OWNER will provide CFO and ENERGETICS with DATA as defined above.
 - d. DATA OWNER acknowledges that CFO and ENERGETICS will utilize the retrieved data for the purpose of (1) creating an anonymized dataset from all DATA, (2) data analyses to determine summary results, (3) supporting the development of and providing reports/presentations to DOE and other PROJECT stakeholders, and (4) creation of a database for NREL to perform analyses (under an NDA that restricts their publication to results only and will not allow NREL to release any DATA). ENERGETICS will be the only organization to have access to the complete set of retrieved DATA; summary data will be disclosed to the DOE and other PROJECT stakeholders.
 - e. DATA OWNER will notify CFO and ENERGETICS if any natural gas or diesel vehicles anticipated to be included in the data collection will be decommissioned prior to the conclusion of this Agreement.

5. DATA RECIPIENTS Responsibilities:
 - a. CFO and ENERGETICS will provide DATA OWNER with a minimum of 48 hours' notice, when possible, prior to completing any visit to view the natural gas and/or diesel vehicle(s).
 - b. CFO and ENERGETICS will only disclose summary data and an anonymized database obtained from DATA to the DOE and other PROJECT stakeholders. NREL will receive a database for their own analysis with a limitation to only share or publish summary data and related results.
 - c. CFO and ENERGETICS will not attempt to identify or contact any person whose information is contained within the DATA.
 - d. CFO and ENERGETICS will use appropriate safeguards to protect the DATA from misuse and unauthorized access or disclosure. Should unauthorized disclosure occur, CFO and ENERGETICS will work to mitigate such disclosure and ensure proper safeguards, preventing further disclosure, are in place to prevent further unauthorized dissemination of DATA.
 - e. On expiration of this Agreement or earlier as PROJECT allows, CFO and ENERGETICS will destroy all DATA, not to include content within the resultant data analyses, summary reports/presentations, and any anonymized dataset.
6. Publication: CFO and ENERGETICS may publish or present an anonymized dataset and any resulting summary report or presentation to DOE, NREL, and other related PROJECT stakeholders including summary data obtained from DATA.
7. Modifications: No amendments or modifications to this Agreement shall be effective unless in writing and signed by both Parties.
8. Term: The term of this Agreement, during which time Confidential Information may be exchanged, will commence from the Effective Date of this Agreement and continue until September 30, 2022.
9. Waiver: It is understood and agreed that failure or delay by a party in exercising any right, power or privilege granted pursuant to this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude either any additional or further exercise thereof or the exercise of any other right, power or privilege granted herein. No waiver of any terms or conditions of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition. All waivers must be in writing and signed by the party sought to be bound.
10. Applicable Law: This Agreement will be construed, and performance will be determined, according to the laws of the State of Ohio without reference to such state's principles of conflicts of law.
11. Assignment: Neither party shall assign any of its rights, duties, or responsibilities under this Agreement without the prior written consent of the other party. This Agreement shall bind any successors and assignees of either party as if they were an original party to this Agreement.
12. Termination: Either party may, upon thirty (30) days written notice to the other, terminate this Agreement, except that the obligations of each party with regard to maintaining the confidentiality of information received pursuant to this Agreement shall survive and be in effect as set forth in this Agreement for a period of three (3) years from the date the Confidential Information is disclosed to the receiving party pursuant to this Agreement.
13. Entire Agreement: This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereof and supersedes and cancels all agreements, negotiations, commitments, writings, and discussions between those parties as to the subject matters dealt with herein prior to the date of this Agreement. This Agreement may not be modified except by written mutual agreement by both



parties. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

NOW, THEREFORE, the Parties below named have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

Clean Fuels Ohio
(“DATA RECIPIENT”)

Akimeka LLC/Energetics
(“DATA RECIPIENT”)

(Signature)

(Signature)

(Print)

(Print)

(Title)

(Title)

XXXXXX
(“DATA OWNER”)

(Signature)

(Print)

(Title)