



## Plug-in Electric Vehicle Telematics Data Sharing Agreement

This Data Sharing Agreement ("Agreement") effective as of this **XX** day of **XX, XXXX** (the "Effective Date"), is entered into by and between Akimeka, LLC, a Hawaii Limited Liability Company, (herein "AKIMEKA" or) having an office at 7075 Samuel Morse Drive Suite 100 Columbia, MD 21046, Sawatch Labs ("SAWATCH"), a GeoTab reseller located at 4045 Pecos St, STE 190, Denver, CO 80211, and **XXXX**, a **XXXX** corporation (herein "DATA OWNER"), having a location at **XXXX**.

WHEREAS, DATA OWNER has plug-in electric vehicles which they have rights to instrument with a telematics device connected to their vehicles' onboard diagnostic system to record and transmit information via cellular communication about vehicle status and driving behavior (herein "DATALOGGER"); AND

WHEREAS, DATA OWNER desires to provide electric vehicle characteristics and usage data collected by the DATALOGGER (herein "DATA") as part of AKIMEKA's "EV WATTS: Electric Vehicle Widescale Analysis for Tomorrow's Transportation Solutions" Prime Contract (herein "PROJECT") funded in part by the U.S. Department of Energy's ("DOE") Agreement Number DE-EE0008890; AND

WHEREAS, AKIMEKA, performing as a prime contractor on the PROJECT will be performing analysis of DATA to determine the current state of practice, operating characteristics, business case, and to identify opportunities for improvement resulting in a summary report/presentation to be provided to the DOE and other related PROJECT stakeholders, will provide DOE National Laboratories with a dataset to perform their own analysis with limited rights to only publish summary reports/presentations, including but not limited to National Renewable Energy Laboratory, Idaho National Laboratory, and Argonne National Laboratory (herein "DOE Labs"), 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, the parties agree as follows:

1. DATA, may include but is not limited to, plug-in electric vehicle characteristics, and plug-in electric vehicle operational data. 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.

2. License: DATA OWNER hereby grants to AKIMEKA a limited, non-exclusive, non-transferable, and irrevocable license to access, copy and use the DATA and DATA OWNER hereby grants to AKIMEKA, the DOE, DOE Labs and other applicable PROJECT stakeholders unlimited rights to (a) take, use and publish photographs of the plug-in electric vehicles 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. DATALOGGER installation: AKIMEKA has subcontracted with SAWATCH to facilitate the installation of the GeoTab DATALOGGERS by Handsfree, a certified GeoTab installer, on the DATA OWNER’s plug-in electric vehicles, along with managing DATA from these DATALOGGERS. SAWATCH will provide guidance to DATA OWNER on the proper handling and care of the DATALOGGERS.
5. DATA collection period: DATA OWNER will operate the plug-in electric vehicles and keep the DATA LOGGER connected for a period of at least 12 months. SAWATCH will maintain the monthly DATALOGGER subscriptions necessary to ensure the collection and transfer of DATA during this period. DATA OWNER will have access to DATA through GeoTab software.
6. DATA OWNER Responsibilities:
  - a. DATA OWNER represents and warrants that it has the right to grant AKIMEKA, DOE and DOE Labs the Licenses as described above in Article 2.
  - b. DATA OWNER will provide adequate access of the plug-in electric vehicles to AKIMEKA staff. This includes plug-in electric vehicle availability for the installation of the DATALOGGER which will be coordinated by SAWATCH. Such access must be consistent with the purpose of the PROJECT.

- c. In the event that DATA OWNER discontinues the collection and transmission of DATA prior to the end of this period, DATA OWNER will notify AKIMEKA or SAWATCH immediately and return DATALOGGERS to AKIMEKA or SAWATCH within one (1) month of ceasing data collection. Should the period of DATA collection last less than 12 months, the DATA OWNER must also reimburse AKIMEKA for the installation costs (\$100). Should the DATA OWNER not return the DATALOGGER, DATA OWNER must also reimburse AKIMEKA for the DATALOGGER (\$75).
  - d. DATA OWNER will provide AKIMEKA with DATA as defined above.
  - e. DATA OWNER acknowledges that AKIMEKA 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 DOE Labs to perform analyses (under an NDA that restricts their publication to results only and will not allow DOE Labs to release any DATA). AKIMEKA 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, an anonymized database will be disclosed publicly at the end of the PROJECT, and a limited dataset will be provided to DOE Labs to support DOE Labs analyses for sharing and/or publishing summary data and related results.
  - f. DATA OWNER will take the necessary precautions to ensure the safekeeping of the DATALOGGER installed in their plug-in electric vehicles. DATA OWNER will notify AKIMEKA within one (1) week if any known damage occurred to the DATALOGGER. Should any damage to the DATALOGGER be caused by the DATA OWNER, DATA OWNER will coordinate and pay for any necessary repairs or replacement of the DATALOGGER, including installation if a new DATALOGGER is required.
  - g. DATA OWNER will notify AKIMEKA within one (1) week if any plug-in electric vehicle will be not operated for a period of one (1) month or more.
  - h. Following completion of the DATA collection period of 18 months, DATA OWNER will return DATALOGGERS to AKIMEKA or SAWATCH within one (1) month. Should the DATA OWNER demonstrate intention to continue DATA monitoring capabilities with GeoTab following the PROJECT's DATA collection period (at DATA OWNER's expense), DATA OWNER will be permitted to retain possession of the DATALOGGERS.
7. AKIMEKA and SAWATCH Responsibilities:
- a. AKIMEKA or SAWATCH will provide DATA OWNER with a minimum of 48 hours' notice, when possible, prior to completing any inspection of or DATALOGGER installation on the plug-in electric vehicles.
  - b. AKIMEKA and SAWATCH will only disclose summary data and an anonymized database obtained from DATA to the DOE and other PROJECT stakeholders. DOE National Labs will receive a database for their own analysis with a limitation to only share or publish summary data and related results.

- c. AKIMEKA and SAWATCH will not attempt to identify or contact any person whose information is contained within the DATA.
  - d. AKIMEKA and SAWATCH will use appropriate safeguards to protect the DATA from misuse and unauthorized access or disclosure. Should unauthorized disclosure occur, AKIMEKA and SAWATCH will work to mitigate such disclosure and ensure proper safeguards, preventing further disclosure, are in place to prevent further unauthorized dissemination of DATA.
  - e. At the conclusion of the PROJECT, AKIMEKA and SAWATCH will destroy all DATA exported from GeoTab servers, not to include content within the resultant data analyses, summary reports/presentations, and any anonymized dataset.
8. Publication: AKIMEKA may publish or present an anonymized dataset and any resulting summary report or presentation to DOE, DOE Labs and other related PROJECT stakeholders including summary data obtained from DATA.
  9. Modifications: No amendments or modifications to this Agreement shall be effective unless in writing and signed by both Parties.
  10. Term: This agreement will commence on the Effective Date and continue until **December 31, 2022**, which encompasses the installation and 18 months of DATA collection.
  11. Waiver: Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.
  12. Applicable Law: This Agreement will be construed, and performance will be determined, according to the laws of the State of Maryland without reference to such state's principles of conflicts of law.
  13. Assignment: DATA OWNER may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of AKIMEKA.
  14. Termination: Either Party may terminate this Agreement for any reason so long as the other Party is provided with thirty (30) days written notice of such termination. Each party may terminate this Agreement with immediate effect by delivering notice of the termination to the other Party if other party fails to perform, or otherwise materially breaches any of its obligations, covenants, or representations after being provided a five (5) day period to cure any such breach.
  15. Entire Agreement: The Parties intend that this Agreement represents the final expression of the Parties' intent relating to the subject of this Agreement, contains all applicable terms



and conditions and replaces all previous discussions, understandings and Agreements related to the subject of this Agreement.

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

**Akimeka, LLC**  
**(“AKIMEKA”)**

**XXXXXX**  
**(“DATA OWNER”)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Sawatch Labs**  
**(“SAWATCH”)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)