



Plug-in Electric Vehicle and/or Charging Station Data Sharing Agreement

This Data Sharing Agreement ("Agreement") effective as of this 10th day of March, 2020, (the "Effective Date"), is entered into by and between Akimeka, LLC, a Hawaii Limited Liability Company, (herein "AKIMEKA") having an office at 7075 Samuel Morse Drive Suite 100 Columbia, MD 21046 and the City of Denton, a municipality (herein "DATA OWNER"), having its administrative offices at 804 Texas Street, Denton TX 76209.

WHEREAS, DATA OWNER has rights to certain data from electric vehicle charging station(s) and/or plug-in electric vehicle(s); AND

WHEREAS, DATA OWNER desires to provide plug-in electric vehicle and electric vehicle charging station characteristics and usage data (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 summary reports/presentations 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, electric vehicle charging station characteristics, electric vehicle charging station usage data, 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 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 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 to view the plug-in electric vehicle(s) or electric vehicle charging station(s) to AKIMEKA staff. Such access must be consistent with the purpose of the PROJECT.
 - c. DATA OWNER will provide AKIMEKA with DATA as defined above.
 - d. 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.
 - e. DATA OWNER will notify AKIMEKA if any plug-in electric vehicle(s) or electric vehicle charging station(s) anticipated to be included in the data collection will be decommissioned or turned off prior to the conclusion of this Agreement.

5. AKIMEKA Responsibilities:

- a. AKIMEKA will provide DATA OWNER with a minimum of 48 hours' notice, when possible, prior to completing any visit to view the plug-in electric vehicle(s) or electric vehicle charging station(s).
- b. AKIMEKA 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 will not attempt to identify or contact any person whose information is contained within the DATA.
- d. AKIMEKA will use appropriate safeguards to protect the DATA from misuse and unauthorized access or disclosure. Should unauthorized disclosure occur, AKIMEKA 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, AKIMEKA will destroy all DATA, not to include content within the resultant data analyses, summary reports/presentations, and any anonymized dataset.

6. 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.

7. Modifications: No amendments or modifications to this Agreement shall be effective unless in writing and signed by both Parties.

8. Term: This agreement will commence on the Effective Date and continue until December 31, 2022.

9. 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.

10. 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.

11. 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.

12. 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.
13. 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")


(Signature)

Brett J. Surbey
(Print)

Director, Contracts
(Title)

City of Denton
("DATA OWNER")


(Signature)

TERRY KADER
(Print)

FLEET SUPERINTENDENT
(Title)