

CALSTART Terms & Conditions Data Sharing

The following Terms and Conditions do not constitute a legally binding agreement until they are incorporated in a Data Sharing Agreement fully executed by the Parties (CALSTART and Data Owner.)

1. Data

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 information that DATA OWNER has determined to be confidential (“Confidential Information”) and/or Personally Identifiable Information (“PII”).

“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 CALSTART 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.;

“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. High-Frequency Data

CALSTART shall provide raw data upon request to be used only by DOE National Labs. High resolution data with a one hertz frequency will be provided in a relatively raw state. This data will cover up to two weeks for defined vehicle types or locations that the National Labs have an explicit need for. The preparation, verification, duplication and handling of such data will be completed by CALSTART’s Validation & Assessment team and securely transferred to the National Labs. Raw datasets will not be shared publicly and will be protected by a non-disclosure agreement preventing the sharing or release of this data

outside of DOE National Labs. A non-disclosure agreement between CALSTART and DOE National Labs is available for review upon request.

3. License

DATA OWNER hereby grants to CALSTART a limited, non-exclusive, non-transferable, and irrevocable license to access, copy and use the DATA. DATA OWNER hereby grants to CALSTART, the DOE, 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 data obtained from DATA (the “Licenses”).

4. Use of Data

CALSTART will collect and anonymize DATA for the purposes of sharing publicly.

CALSTART will use or disclose the DATA only in furtherance of the PROJECT or as required by law.

CALSTART 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.

5. Data Owner Responsibilities

DATA OWNER represents and warrants that is has the right to grant CALSTART and the DOE the Licenses as described above in Article 3.

DATA OWNER will provide adequate access to view the plug-in electric vehicle(s) or electric vehicle charging station(s) to CALSTART staff. Such access must be consistent with the purpose of the PROJECT.

DATA OWNER will provide CALSTART with DATA as defined above. DATA OWNER acknowledges that CALSTART will utilize the retrieved data for the purpose of making datasets available for public view and download, data analyses and determining summary results and development of reports/presentations to DOE and other PROJECT stakeholders. CALSTART will be the only organization to have access to the retrieved DATA, however data will be disclosed to the public, DOE, and other PROJECT stakeholders after removal of information that could identify DATA OWNER.

DATA OWNER will notify CALSTART 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.

6. CALSTART Responsibilities

CALSTART 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).

CALSTART will not attempt to identify or contact any person whose information is contained within the DATA.

CALSTART will use appropriate safeguards to protect the DATA from misuse and unauthorized access or disclosure. Should unauthorized disclosure occur, CALSTART will work to mitigate such disclosure and ensure proper safeguards, preventing further disclosure, are in place to prevent further unauthorized dissemination of DATA.

On expiration of the Agreement or earlier as PROJECT allows, CALSTART will destroy all DATA, not to include content within the resultant data analyses and summary reports/presentations.

7. Publication

CALSTART may publish or present any resulting summary report or presentation to DOE and other related PROJECT stakeholders including summary data obtained from DATA.

8. Modifications

No amendments or modifications to the Agreement shall be effective unless in writing and signed by both Parties.

9. Term

The agreement will commence on the Effective Date and continue until March 31, 2023.

10. Waiver

Either Party's failure at any time to require the other Party's performance of any obligation under the 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 the Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in the Agreement will not constitute a waiver of such rights.

11. Applicable Law:

The Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law.

12. Assignment

Data Owner may not assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of CALSTART.

13. Termination

Either Party may terminate the 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 the 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.

14. Confidentiality

CALSTART and DATA OWNER realize that some information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any information received by one party from the other, and clearly designated in writing as "CONFIDENTIAL" at the time of transfer, shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement.

15. Indemnification and Limitation of Liability

Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, (I) NEITHER PARTY WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES.