

The undersigned (herein “Individual”, “You”, or “Your”) hereby agrees to the following terms and conditions of participation as a *Sawatch Labs/Geotab Telematics Device recipient* and *Electronic Vehicle Usage Data Provider* in support of the *Akimeka, LLC EV-WATTS: Electric Vehicle Widescale Analysis for Tomorrow’s Transportation Solutions Project supported by the United States Department of Energy’s Office of Energy Efficiency and Renewable Energy under the Vehicle Technologies Office Award Number DE-EE0008890* (herein “Project”):

- (1) You hereby represent and certify that You are the registered owner of the vehicle identified below to which the Telematics Device will be self-installed utilizing provided installation instructions or installed through the coordination with Akimeka, LLC’s partner Sawatch Labs.
- (2) During Your usage of the provided Telematics Device, Akimeka, LLC’s partner GeoTab will collect information from the installed device to support the Project, which will consist of electric vehicle charging characteristics and usage data, however it may also include information considered to be Personal Protected Information, including but not limited to, first name, last name, geographical address, electronic address, cellular phone number or other contact information (hereafter “Data”). All Data obtained will be utilized for analysis in anonymized datasets, summary results, reports, and presentations that will be disclosed to other parties, including but not limited to, the United States Department of Energy, Project Stakeholders, and Department of Energy National Laboratories, in furtherance of this Project.
- (3) The Individual authorizes the collection of Data from the Telematics Device and grants Akimeka, LLC, Sawatch Labs, and Department of Energy National Laboratories a limited, non-exclusive, non-transferable and irrevocable license to access, copy and use all Data collected from the use of the provided Telematics Device and the Individual further grants Akimeka, LLC, Sawatch Labs, our other partners/teammates, and customers unlimited rights to anonymized summary data obtained from retrieved Data.
- (4) To the fullest extent permitted by law, Individual agrees to defend, protect, indemnify and hold harmless Akimeka, LLC, Sawatch Labs, and our Project partners/teammates from and against any actions, causes of actions, liabilities, claims, suits, judgments, liens, awards, costs, penalties, damages, or expenses of any kind (including, but not limited to, fees and charges of attorneys, engineers, architects, or other professionals, and all court or arbitration or other dispute resolution costs), that arise from, or are related to, Individual’s use of the Telematics Device and participation in the Project.
- (5) You understand that participation in the Project is voluntary and You hereby waive and release any claims against Akimeka, LLC, Sawatch Labs, and our Project partners/teammates related to your use of the Telematics Device and participation in the Project. In no event will Akimeka, LLC, Sawatch Labs, and our Project partners/teammates be liable for any special, incidental, indirect or consequential losses or damages, including loss of Data. If prior to completing 12 months of data collection You are no longer able or willing to participate, You shall immediately notify evwatts@energetics.com and shall coordinate the return of the Telematic Device. Once data collection has ended, the device will be automatically terminated remotely. You may choose to contact Sawatch Labs (info@sawatchlabs.com) to continue collecting telematics data on Your personal vehicle after the project.
- (6) This Agreement will be construed, and performance will be determined, according to the laws of the State of Maryland without reference to its principles of conflicts of law. In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall not affect the remaining portions of this Agreement. This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereof.

(7) BY SIGNING BELOW AND DOWNLOADING, USING, OR ACCESSING THE TELEMATICS DEVICE, RELATED SOFTWARE, RELATED SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY “PRODUCTS”), YOU CONCLUDE A LEGALLY BINDING AGREEMENT BASED ON THE TERMS OF THIS AGREEMENT (“AGREEMENT”) WITH AKIMEKA, LLC ON BEHALF OF YOURSELF, IF YOU DO NOT WISH TO AGREE, DO NOT SIGN BELOW AND DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF THE PRODUCTS.

Individual’s Signature					
Individual’s Name					
Individual’s Home Address*					
Charging Station Type at Home or NONE	NONE	Plug into an outlet	Level 1 (110V)	Level 2 (220V)	Other (describe)
Individual’s Work Address*					
Charging Station Type at Work or NONE	NONE	Plug into an outlet	Level 1 (110V)	Level 2 (220V)	Other (describe)
Individual’s Phone Number					
Individual’s Email Address					
Vehicle Identification Number (VIN)					
Vehicle Year, Make, and Model					
Current Vehicle Mileage					
Own or Lease the Vehicle? If lease, # of miles allowed per year?	Own Lease; number of miles per year per lease terms:				
How many other vehicles do you own or lease?					
Typical use of the vehicle (commute, recreation, etc.)					
Is this vehicle used for ride hailing or delivery services?	Yes, this vehicle is sometimes used for ride hailing or delivery services				No, it is not

*Addresses are used to label trip origins and destinations as “Home”, “Work”, or “Other” so specific geographical information may be removed to anonymize the trip but still provide insights to why that trip was taken.