

## DATA USE DISCLAIMER AGREEMENT

### DETAILED DATA

#### ("Agreement")

These detailed data ("Data") are compiled from information in the Transportation Secure Data Center ("TSDC") and are provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department of Energy ("DOE").

Access to and use of these Data shall impose the following obligations on the user, as set forth in this Agreement. The user is granted the right, without any fee or cost, to perform analyses with these Data, subject to the restrictions set forth below in the last paragraph. The user agrees that the Data is proprietary and confidential and hereby agrees to use the Data solely in accordance with the provisions of this Agreement and that it shall not at any time disclose the Data, whether directly or indirectly, to any third party. The user acknowledges that improper use or dissemination of the Data shall constitute a legal violation of the confidentiality terms in this Agreement. Further, the user agrees to credit DOE/NREL/ALLIANCE in any publication that results from the use of these Data. The names DOE/NREL/ALLIANCE, however, may not be used in any advertising or publicity to endorse or promote any products or commercial entities unless specific written permission is obtained from DOE/NREL/ALLIANCE. The user also understands that DOE/NREL/ALLIANCE is not obligated to provide the user with any support, consulting, training or assistance of any kind with regard to the use of these Data or to provide the user with any updates, revisions or new versions of these Data.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE OF THESE DATA. THESE DATA ARE PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE ACCESS, USE OR PERFORMANCE OF THESE DATA.

The user shall not attempt to identify individual or personal information from the Data and shall restrict its use to that specified in his/her application for Data access. Further, the user shall not attempt to, or remove raw data entries or information containing details about individual vehicles, participants, or their travel profiles. The user agrees to fully describe the contents of any analysis results files that s/he wishes to remove from the TSDC, and agrees not to knowingly transfer malicious software (viruses, spyware, malware, etc.) into the TSDC.

UNDERSTOOD & AGREED TO:

Individual Applying for Access

University Advisor or Line Manager

---

(Printed name)

---

(Printed name)

---

(Title)

---

(Title)

---

(Signed)

---

(Signed)

---

(Dated)

---

(Dated)

---

(Telephone Number)

---

(Telephone Number)

---

(Email Address)

---

(Email Address)

---

(Mailing Address)

---

(Mailing Address)