

## HONDA SMART HOME OCCUPANT RESEARCH AGREEMENT

THIS HONDA SMART HOME OCCUPANT RESEARCH AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") between **AMERICAN HONDA MOTOR CO., INC.**, a California corporation with an office at 1919 Torrance Boulevard, Torrance, California 90501, U.S.A. (hereinafter called "AHM") and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ each a natural person matriculating at or otherwise affiliated with the University of California at Davis (together, the "Researchers"), each of them a "Party."

In consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. RESEARCH; OCCUPANCY OF SMART HOME AND USE OF FitEV**

1.1 Research Assignment and Appendices. Researchers shall perform for AHM certain research relating to the operation and performance of equipment installed in and the interaction of occupants, visitors, and users of equipment, systems, appliances and a vehicle (namely an all-electric Honda FitEV and associated direct-current charging systems (the "FitEV") installed in or for use with the Honda Smart Home (the "Smart Home") to be constructed, owned and operated in the West Village Area of the Campus of The University of California in Davis, California, by AHM, and which will be occupied by the Resident Researchers for such purposes as their residence (hereinafter, the "Research"), including without limitation, delivery of certain deliverables ("Deliverables"), which Deliverables may include, but shall not be limited to, items and activities described in Exhibit B attached hereto. The Parties shall mutually and reasonably agree in writing on the research assignments (each, a "Research Assignment") which shall refer to this Agreement, be signed by each Party or an authorized representative of each Party, and be attached hereto as Exhibit A-1, A-2, A-3 and so on.

1.2 Changes in Specifications. In case AHM notifies Researchers that AHM desires to change the Research, Researchers shall use their reasonable efforts to accommodate the requested changes.

1.3 AHM Research Manager. For each Research Assignment, AHM may designate an individual who will be responsible for oversight of the Research provided by Researchers (the "AHM Research Manager"). In addition to the responsibilities, if any, identified in the Research Assignment, the AHM Research Manager shall (i) serve as AHM's primary contact for Researchers under this Agreement, (ii) have the authority to make decisions with respect to actions to be taken by AHM in the ordinary course of day-to-day management of the Research Assignment and the Research to be performed thereunder, (iii) have the authority to accept, approve, modify, or reject Researchers' delivery of the Research or request that Researchers deliver additional Research pursuant to this Agreement on behalf of AHM within the limits established by AHM. The AHM Research Manager may designate in writing additional employees to be points of contact for AHM with respect to particular subject matters relating to the Research Assignment.

1.4 Occupancy of Smart Home; Use of FitEV; Additional Obligations of Researchers. As consideration for Researchers' performance of the Research, AHM shall permit and Researchers hereby agree they each shall reside and use the Smart Home as their residence during the term of this Agreement and shall use the Honda FitEV provided as part of the Smart Home project, all in accordance with the terms of this Agreement, each Research Assignment and each Loaned Vehicle Agreement entered into by one or more Researchers in connection with the use of the

FitEV. In addition to any of their obligations under Research Assignments or other Annexes to this Agreement, and each Loaned Vehicle Agreement, Researchers shall observe the restrictions and perform the obligations set out on Exhibit B to this Agreement. Each Researcher shall complete, execute and deliver (and shall cause each other Eligible Driver identified therein to complete, execute and deliver) to AHM a Loaned Vehicle Agreement in the form attached to this Agreement as Exhibit D.

1.5 Subcontracting; Property Manager. Researchers shall not subcontract all or any portion of the Research without AHM's specific prior written consent, which consent may be withheld by AHM for any reason. Researchers shall bear their own costs in connection with conducting the Research and preparing the Deliverable; provided, that AHM will engage a property management company (the "Property Manager") who will maintain the Smart Home in accordance with the terms of its agreement and which will be available to and will respond to Researchers' reasonable requests for assistance. Researchers shall observe and perform the reasonable instructions of the Property Manager.

1.6 Researchers' Partial Payment of Property Management and FitEV Costs. Researchers shall pay AHM the monthly amounts of: **\$1300** as a partial reimbursement of the costs expended by AHM in connection with the administration of the Research and fees and costs paid to the Property Manager; and **\$200** for the use and maintenance of the FitEV. Such amounts shall be paid by check payable to American Honda Motor Company and delivered directly to the Property Manager.

## **2. DELIVERABLES AND ACCEPTANCE**

2.1 Deliverables. All Research under this Agreement shall be performed for AHM according to the performance schedule described in the relevant Research Assignment and, to the extent that Research includes delivery of Deliverables, the Deliverables shall be delivered on the medium and in the format as requested by AHM and as set forth in the Research Assignment.

2.2 Acceptance. Unless otherwise set forth in the applicable Research Assignment, AHM shall evaluate and either accept or reject the final form or version of the Research and the Deliverables within a reasonable time of performance or delivery thereof. In the event Research or Deliverables are rejected after AHM's review, or a defect is found in Research or Deliverables within thirty (30) days after the completion of AHM's review, Researchers shall follow AHM's instructions and correct the defect.

## **3. EFFECTIVE DATE AND TERM**

3.1 Term. This Agreement shall be effective as of September 1, 2018 and shall remain in force until terminated on August 31, 2019. Notwithstanding the foregoing, this Agreement shall remain in effect with respect to each Research Assignment for as long as that Research Assignment remains in effect; provided, that the term of this Agreement will not end later than the day before the first anniversary of the date of this Agreement. Notwithstanding the foregoing, AHM may extend and renew the term of this Agreement with respect to one or more Researchers in its discretion.

3.2 Termination for Convenience. Upon thirty (30) days written notice to the affected Researchers, AHM may terminate this Agreement or any Research Assignment, in whole or in part, with respect to one or more Researchers, hereunder for any reason or no reason and, at the written request of AHM, such Researchers as AHM may indicate in writing shall vacate the Smart Home and shall remove all of their personal belongings from the Smart Home and return the

FitEV to AHM as specified in writing.

3.3 Vacating Smart Home. Each Researcher shall immediately vacate the Smart Home upon termination of this Agreement for any reason.

#### **4. SUSPENSION AND TERMINATION BY AHM**

AHM may at any time and for any reason or no reason suspend all or any portion of Research or terminate this Agreement or any Research Assignment, with respect to one or more Researchers, provided that, unless and until AHM delivers written notice to the Researchers that they are to vacate the Smart Home, return the FitEV and remove their personal belongings, Researchers shall be permitted to continue to occupy the Smart Home and use the FitEV on the terms set forth in this Agreement and in each Loaned Vehicle Agreement.

#### **5. ADDITIONAL COVENANTS; ACKNOWLEDGEMENTS AND CONSENTS BY RESEARCHERS; REPRESENTATIONS AND WARRANTIES OF RESEARCHERS**

5.1 No Compensation. Other than Researchers' rights to occupy the Smart Home and use the FitEV in accordance with the terms of this Agreement to perform the Research and AHM's obligations to pay the costs and fees of the Property Manager pursuant to this Agreement, unless otherwise provided in any Research Assignment, AHM shall not provide any other consideration to the Researchers nor shall AHM be obligated to pay nor shall Researchers be entitled to receive any other amounts in consideration for the Research.

5.2 Expenses. Except as otherwise specifically provided for in a Research Assignment, as between Researchers and AHM, all expenses incurred as a result of Researchers' work performed pursuant to this Agreement shall be Researchers' sole responsibility. Notwithstanding the foregoing, subject to the obligations of Researchers to reimburse in part a portion of such fees and costs, AHM shall be solely liable for and solely responsible for payment of the costs and fees and other amounts due to the Property Manager.

5.3 Additional Covenants, Acknowledgments, Consents, Representations and Warranties. In addition to the other covenants, acknowledgments, consents, representations and warranties of Researchers in this Agreement, each Researcher hereby makes the covenants, acknowledgments, consents, representations and warranties as set forth on Exhibit B.

#### **6. CONFIDENTIALITY; OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY; PUBLICITY AND ADVERTISING**

6.1 Confidentiality. The parties' non-disclosure and confidentiality obligations applicable to this Agreement hereunder are set forth in the Nondisclosure Agreement in the form set forth as Exhibit C.

6.2 Rights in Research and Deliverables. Except to the extent, if any, otherwise provided for in the applicable Research Assignment, all right, title and interest in and to all Research (including any data collected by Researchers or by AHM from any sensors installed in the Smart Home and the FitEV) and the Deliverables and any inventions, improvements, developments that may be made, conceived, invented, acquired or suggested by Researchers during the term of performance of Research and/or resulting from the Research and all intellectual property rights therein shall absolutely belong to AHM, and may not be used by Researchers without AHM's written permission. Notwithstanding the foregoing, Researchers may utilize knowledge and experience of a general nature acquired in the performance of Research that reside in the unaided memory of

Researchers, provided that nothing herein shall be construed to grant Researchers any license to use any AHM patents, trade secrets, copyrights or other intellectual property rights, whether acquired pursuant to this Agreement or otherwise.

6.3 Background Rights. Except as set forth herein or as specifically otherwise provided in the applicable Research Assignment, neither Party shall acquire any right, title or interest in and to any Background Rights (hereinafter defined) of the other Party pursuant to this Agreement. "Background Right" as used herein shall refer to technology, whether patentable or otherwise, developed and/or owned by a Party prior to the Effective Date or independently of this Agreement and all intellectual property rights therein. Notwithstanding the foregoing two sentences, Researchers hereby grants AHM a worldwide, non-exclusive, perpetual, irrevocable, fully-paid, royalty-free right and license to any and all such Researchers Background Rights that are incorporated into or useful in connection with the full exploitation of the Research and/or the Deliverables and any modifications and improvements to such Deliverables and the maintenance thereof with the right to sublicense any or all of the foregoing in connection with making, having made, transferring, selling, offering to sell, importing and/or using the Deliverables or any products or systems that incorporate the Deliverables (including any modifications or improvements thereto). Researchers understands and agrees that AHM would not contract with Researchers for any Research or Deliverables if Researchers reserved any right whatsoever to prevent AHM from fully exploiting such Research and/or Deliverables now or in the future and therefore the license set forth in this Section 6.3 shall be construed broadly in favor of AHM.

6.4 "Work for Hire"; Retained Rights. Researchers hereby acknowledge and agrees that all Deliverables which it creates pursuant to this Agreement and pursuant to each relevant Research Assignment (unless otherwise specifically agreed to in such Research Assignment) that constitute copyrightable subject matter under the copyright laws of the United States shall, from the inception of creation, be deemed to be a "work made for hire" under the United States copyright laws, and that all right, title and interest in and to such copyrightable works shall vest in AHM. Notwithstanding the forgoing, subject to the license set forth in Section 6.3 above, Researchers shall retain ownership of any pre-existing Researchers know-how, routines, software modules, and other technical information included in the software programs incorporated in the Deliverables (the "Researchers Retained Rights"), provided that Researchers agrees that they shall not sell, license, transfer or otherwise disclose the Researchers Retained Rights to any third party not affiliated with AHM during the term of this Agreement and for a period of two (2) years thereafter (the "Non-Competition Period") for any purpose that is the same as or similar to or competes with the purposes for which AHM acquired the Deliverables from Researchers. Prior to any use with or disclosure to a third party of any of the Researchers Retained Rights, Researchers shall notify AHM of such proposed use and/or disclosure and AHM shall determine in its reasonable discretion whether such use or disclosure is covered by the restrictions set forth in the immediately preceding sentence, which determination shall be adhered to by Researchers.

6.5 Assignment of Intellectual Property Rights. Except as otherwise agreed to in an Research Assignment, to the extent that it is determined that any Deliverable is not a "work made for hire" or that intellectual property rights exist in any Deliverables or Research other than or in addition to copyrights, Researchers hereby irrevocably transfer and assign to AHM any and all right, title and interest in and to the Deliverables and any patents, copyrights, trade secrets, "moral rights" and other rights that Researchers may have in the Deliverables and that result from the Research. Researchers shall execute, or shall cause the author(s) or inventor(s) of Research and Deliverables to execute all documents and perform all acts that AHM may reasonably request in order to assist AHM in perfecting the rights granted to AHM in this Agreement.

6.6 Advertising and Publicity. From time to time, the AHM Research Manager may require in a Research Assignment that the Researcher publicize certain aspects of the Research and his or

her experiences in the Smart Home. Unless and until (and only to the extent and in the manner) requested by the AHM Research Manager, the Researchers agree that they shall neither advertise or publish, nor permit the advertisement and publication, in any manner that Researchers has contracted with AHM nor publish the terms of this Agreement, the Research, Researchers' experiences in and with the Smart Home and the FitEV or any other agreement between Researchers and AHM. Researchers shall not use any name, logo or related photos belonging to AHM or any affiliate of AHM in its marketing and promotional materials, including but not limited to press releases, brochures, annual reports and/or company websites, without the prior written consent of AHM's authorized manager or executive within AHM's public relations/corporate affairs and communications department. All requests for authority to approve any publication must be authorized through AHM's public relations/corporate affairs and communications department or by the AHM Research Manager.

## **7. LIABILITY LIMITATIONS**

Limitations and Exclusions of Liability. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS. Nothing in this Section 7 shall be construed to limit Researchers' liability for damages resulting from (i) breaches by Researchers of its confidentiality obligations pursuant to the Nondisclosure Agreement or (ii) violations by Researchers of AHM's intellectual property rights or (iii) Researchers' negligence or willful misconduct.

## **8. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Parties intend that an independent contractor relationship be created by this Agreement. In no event shall Researchers be deemed to be tenants, employees, agents or representatives of AHM. Other than the limited right to monitor and measure project results, AHM shall have no control over the performance of Researchers. Researchers agrees that they are not entitled to receive from AHM any of the benefits or rights that AHM provides to AHM employees, including but not limited to seniority, vacation, paid holidays, retirement benefits, and health benefits.

## **9. CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with the substantive laws of the State of California without reference to its conflicts of law principles. All disputes and controversies pertaining to this Agreement, the performance of the Parties hereunder and the enforcement hereof shall be subject to arbitration.

## **10. AMENDMENT; WAIVER; SEVERABILITY**

This Agreement may not be amended except in writing signed by an authorized representative of each Party. The failure of any Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision. If any provisions or portion thereof of this Agreement is held to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be given full force and effect, and, if reasonable in terms of the Agreement as a whole, the court construing this Agreement shall substitute an enforceable and valid provision which most nearly effectuates the Parties' intent in entering into this Agreement.

## **11. ASSIGNMENT**

Neither Party shall assign transfer or otherwise dispose of this Agreement or any Research Assignment, or any of its rights, interests or obligations under this Agreement or any Research Assignment without prior written consent of the other Party, which consent shall not be unreasonably withheld; provided that, without the consent of Researchers, AHM can assign this Agreement to its parent Honda Motor Co., Ltd. (“HMC”) or any entity owned or controlled, whether directly or indirectly (for example, in conjunction with or through AHM), by HMC or any majority-owned subsidiary thereof.

## **12. SOLE AND ENTIRE AGREEMENT**

This Agreement (including each Research Assignment, the Loaned Vehicle Agreement, the Nondisclosure Agreement and the other exhibits hereto) constitutes the sole, exclusive, entire and existing agreement between the Parties hereto pertaining to the subject matter hereof, and supersedes all prior agreements, understandings and practices, oral or written, express or implied, between AHM and Researchers pertaining to such subject matter.

## **13. NOTICES**

In the event of the serving of any notice, service shall be made personally or by FedEx or other nationally recognized overnight courier, or registered or certified mail, return receipt requested, postage prepaid and the notice shall be effective only upon receipt by the party being served with the notice. Notices shall be addressed to the parties at the addresses beneath their respective names on the signature page hereto, or, with respect to the Researchers, at the Smart Home, or at such other address as either party may notify the other in writing from time to time.

[The remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF**, AHM has caused its duly authorized representatives to execute and the Researchers have executed this Agreement as of the date first above written.

Dated: \_\_\_\_\_

**AMERICAN HONDA MOTOR CO., INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**[Insert names of RESEARCHERS]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A**

**RESEARCH ASSIGNMENTS**

**[TO BE ADDED SERIALLY AS A-1, A-2, A-3, ETC.]**

[Honda to prepare Research Assignments including use of Smart Home and FitEV including requirements related to the same, requirements for Blogging or Twitter and Facebook page publication. ]



## EXHIBIT B

### RESEARCHER'S OBLIGATIONS AND ADDITIONAL COVENANTS, ACKNOWLEDGMENTS, CONSENTS, REPRESENTATIONS AND WARRANTIES

**A. Each Researcher shall:**

1. Comply with all rules of the University of California Davis affecting the Smart Home.
2. Remain a student enrolled in a graduate program at the University of California, Davis, an employee of The Regents of the University of California, or otherwise be approved in writing as a Researcher by The Regents of the University of California and AHM.
3. Upon not less than 48 hours advance written notice (which may be delivered by AHM by email) by the AHM Research Manager, clean (to AHM's reasonable satisfaction, including replacing bed linens and towels with materials specified and furnished by AHM) and vacate the Smart Home for one six-hour period per calendar month during the term of this Agreement in order to permit AHM to conduct tours of the Smart Home.
4. Not have or permit any pets or animals of any kind in the Smart Home or the FitEV.
5. Not use any electrical device at the Smart Home or the FitEv without approval of the AHM Research Manager.
6. Use only small decorations (e.g. desktop photo frames), with any larger decorations (e.g. large artwork, additional furniture) requiring prior written approval of the AHM Research Manager.
7. Not perform any repairs to the Smart Home or the FitEV whatsoever.
8. Notify the Property Manager ASAP of any repair or malfunction within the Smart Home.
9. Permit AHM to perform commissioning work at the Smart Home and vacate the Smart Home and leave behind the FitEV for brief periods as requested by AHM in order to accommodate such commission work (especially during the first summer months) as requested by AHM.
10. Not use any non-cooking oils (e.g. no scented room oils, medicinal/aromatic oils); not smoke; not use incense; not use air fresheners (in either the Smart Home or the FitEV).
11. Not make any modification whatsoever to the Smart Home or the surrounding property , including no wallpapering, painting, digging or landscaping.
12. Use only cleaning supplies specified or provided by AHM or the Property Manager with the consent of AHM.
13. Allow AHM or Property Manager full access to the Smart Home and the FitEV for purpose of performing repairs with notice of not less than thirty (30) minutes and permit Property Manager, AHM and representations of the University of California Davis or the Regents of the University of California the right to enter the Smart Home and the

FitEV in the event of an emergency situation at either the Smart Home or the FitEV.

14. Perform the Research in good faith as intended under each Research Assignment, to cooperate with AHM in all respects and to not frustrate AHM's purposes for the Research, the Smart Home and FitEV.
15. Not make or write any statements or do or permit any acts that are critical of, derogatory to, or otherwise present in a negative light or could cause embarrassment to AHM or its affiliates.
16. Not permit any other person to reside at the Smart Home other than Researcher's spouse or children who are eighteen (18) years of age or older as of the Effective Date, unless approved in writing by AHM.
17. Researcher agrees that a designated Honda representative has clearly identified the location in the Home containing the AHM experimental Home Energy Management System ("HEMS"). Furthermore, Occupant/User agrees not to open the locked glass doors to the room containing the HEMS or enter the room for any reason without the presence, explicit approval and direct supervision of a trained Honda representative.

**B. Each Researcher hereby acknowledges and consents to the following:**

1. AHM has constructed and will own and operate the Smart Home and the FitEV for the purposes of installing, operating, researching and demonstrating and potentially commercializing certain prototype technologies for the efficient production and consumption of electrical and thermal energy, lighting, heating, cooling, circulation and reclamation of air and potable and storm water, consumption and preservation and generally for the improvement of comfort and technological innovation in residential homes, among other purposes.
2. Researchers have been provided the opportunity to conduct the Research, to occupy the Smart Home and to use the FitEV in consideration of their consent to AHM's observation of Researchers' use of the Smart Home and the FitEV, interaction with devices and systems incorporated into the Smart Home and Fit EV and collection of data from numerous sensors located throughout the Smart Home and in the Fit EV.
3. Researchers consent to continuous observation by AHM of the Smart Home, the FitEV the Researchers' conduct of Research, the use by AHM of all such information and data from such observation and agree to participate in the collection of such data and information as preparation of a Deliverable under this Agreement. Researchers understand that such sensors and data collection may not be apparent to Researchers and each Researcher hereby provides its express, unconditional and irrevocable permission to make such observations within the Smart Home and with respect to the FitEV. Researchers expressly acknowledge and agree that performance of the Research may involve collection by such sensors of information that is of a personal nature relative to the health condition, habits and behaviors of each Researcher. For instance, collection and disclosure of certain water usage information of the Researchers may reveal that such Researchers have certain medical conditions. Nevertheless, Researchers consent to such information collection, use and disclosures as contemplated in this Agreement.
4. Researchers understand that AHM shall have the sole right to use or disclose such information as it may collect in the course of such observation. Such observation may

reveal information of a personal, private, surprising, embarrassing or unfavorable nature. Researchers understand that each Researcher will no longer have any expectation of privacy with regard to facts or events of any kind related to the Researcher's Research and interaction with, occupancy and use of the Smart Home and the FitEV. Researchers understand and acknowledge that, without consent of the Researchers, such observation will extend to the Researchers' interaction with the devices and systems installed in the Smart Home and the FitEV, will not include monitoring of the personal communications of Researchers unrelated to the Research or the video or audio recording of their interactions, but will include recording the location of persons within the Smart Home and the location of the FitEV.

5. Researchers shall reasonably participate in responding to online or in-person meetings, surveys and video-taped interviews discussing the Smart Home and FitEV and the Researchers' experience with the same and consent to the use and disclosure of such video interviews and use by AHM in any manner it sees fit. In the case of any such interviews, AHM shall have the right to videotape, audiotape, film, portray, photograph or otherwise record Researchers' likeness, voice, actions and statements, all of which shall constitute Deliverables under this Agreement. AHM shall have the right to use, broadcast, distributed, advertise, publicize, promote or otherwise exploit the Smart Home using the Deliverables. Researchers agree to not disparage AHM, the Smart Home, the FitEV, the Research, Deliverables, the University of California at Davis or the Regents of the University of California in any respect.
6. Unless required in any Research Assignment, without limitation of their obligations under the Nondisclosure Agreement, the Researchers shall not refer to the Research, the Smart Home or the FitEV in any way, including in any electronic publication, website, messaging service, blog otherwise and shall not disclose any results of their Research, including any comments or any opinions with respect to the Research, the Smart Home or the FitEV without the prior written permission of AHM or the AHM Research Manager.
7. THE SMART HOME AND THE FITEV CONSTITUTE AND INCLUDE PROTOTYPE DEVICES AND SYSTEMS, SOME OF WHICH MAY BE OR MAY BECOME HAZARDOUS OR DANGEROUS AND THAT MAY EXPOSE RESEARCHERS AND ANY OTHER OCCUPANTS OF OR VISITORS TO THE SMART HOME AND USERS, DRIVERS OR PASSENGERS OF THE FITEV (INCLUDING ANY PERSON CHARGING THE FITEV) TO A VARIETY OF HAZARDS AND CONDITIONS. EACH RESEARCHER ACKNOWLEDGES THAT HIS OR HER PARTICIPATION IN THE RESEARCH AND HIS OR HER AND ANY OF HIS OR HER MINOR CHILDRENS' PRESENCE WITHIN THE SMART HOME AND THE FITEV MAY CARRY WITH THEM THE RISK OF DEATH, SERIOUS PHYSICAL INJURY, EMOTIONAL DISTRESS, MENTAL AND PHYSICAL STRESS OR ILLNESS. EACH RESEARCHER HEREBY STATES THAT HE OR SHE UNDERSTANDS THE RISKS OF PARTICIPATING IN SUCH SITUATIONS, WHICH MIGHT OTHERWISE CONSTITUTE A TORT OR GIVE RISE TO CLAIMS OR CAUSES OF ACTION AND EACH RESEARCHER HEREBY ACKNOWLEDGES THAT HE OR SHE HAS FREELY CONSENTED TO SUCH CONDUCT AND HAS ASSUMED THE RISKS THEREOF AND HEREBY WAIVES ON HIS OR HER OWN BEHALF AND ON BEHALF OF HIS OR HER MINOR CHILDREN ANY AND ALL CLAIMS IN CONNECTION WITH THE SAME. EACH RESEARCHER HEREBY CONFIRMS FURTHER THAT AHM HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO HIS OR HER FITNESS FOR THE

PERFORMANCE OF THE RESEARCH, OCCUPYING THE SMART HOME AND USING THE FITEV OR THE FITNESS OF ANY OF THE SMART HOME OR THE FITEV FOR ANY MINOR CHILDREN.

8. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH RESEARCHER HEREBY COVENANTS NOT TO SUE AHM, MAKE ANY CLAIM OR ALLEGATION OR INSTITUTE ANY LEGAL PROCEEDING AGAINST AHM IN CONNECTION WITH ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO A RESEARCHER, HIS OR HER MINOR CHILDREN ANY OTHER OCCUPANT OR OTHER PERSON APPEARING IN THE SMART HOME OR THE FITEV, OR THE PROPERTY OF ANY OF THE FOREGOING PERSONS, INCLUDING ANY INTELLECTUAL PROPERTY RIGHTS, RESULTING FROM PARTICIPATION IN THE RESEARCH, OCCUPYING THE SMART HOME AND USING THE FITEV. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH RESEARCHER HEREBY IRREVOCABLY RELEASES AHM FROM ANY AND ALL CLAIMS, ACTOINS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND OR NATURE WAHSOEVER, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS, WHETHER SUFFERED BY A RESEARCHER, ANY OTHER OCCUPANT OR OTHER PERSON APPEARING IN THE SMART HOME OR THE FITEV, OR THE PROPERTY OF ANY OF THE FOREGOING PERSONS, INCLUDING ANY INTELLECTUAL PROPERTY RIGHTS, RESULTING FROM PARTICIPATION IN THE RESEARCH, OCCUPYING THE SMART HOME AND USING THE FITEV, INCLUDING ANY CANCELLATION OR CHANGE IN ANY OF THE FOREGONG OR TERMINATION OF THIS AGREEMENT BY AHM. EACH RESEARCHER AGREES THAT HE OR SHE MAY DISCOVER FACTS OR INCUR CLAIMS THAT WERE UNKNOWN AT THE TIME HE OR SHE EXECUTED THIS AGREEMENT AND WHICH, IF KNOWN, MAY HAVE MATERIALLY AFFECTED HIS OR HER DECISION TO EXECUTE THIS AGREEMENT. NEVERTHELESS, EACH RESEARCHER HEREBY ACKNOWLEDGE AND AGREE THAT BY REASON OF SUCH RELEASES PROVIDED IN THIS AGREEMENT, HE OR SHE IS ASSUMING ANY RISK OF SUCH UNKNOWN FACTS AND CLAIMS. EACH RESEARCHER IS AWARE OF THE EXISTENCE OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECT3ED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

9. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH RESEARCHER'S ASSUMPTION OF RISK, COVENANTS NOT TO SUE AND MADE IN THIS AGREEMENT SHALL EXTEND TO, COVER AND APPLY TO AND BE MADE BY AND ON BEHALF OF EACH OF RESEARCHER'S MINOR CHILDREN, AND HIS OR HER AND EACH OF THEIR HEIRS, ASSIGNS, LEGAL AND PERSONAL REPRESENTATIVES, AND ESTATE.
10. **WARNING**: USE OF THE FITEV'S DIRECT CURRENT OR ALTERNATE CURRENT CHARGING SYSTEMS MAY INTERFERE WITH **PACEMAKERS** AND AUTOMATIC **DEFIBRILATORS**. IF YOU,

BORROWER, ANY ELIGIBLE DRIVER OR ANY OTHER PERSON HAS SUCH A DEVICE, **DO NOT USE** AND DO NOT PERMIT ANY OTHER PERSON TO USE THE FITEV **CHARGING EQUIPMENT**. THE MAGNETIC FIELD CREATED BY THE CHARGING EQUIPMENT MAY BE HARMFUL TO SUCH PERSONS.

11. Researchers shall obtain Renters Insurance at their own expense

**C. Each Researcher hereby represents and warrants that he or she is:**

1. A legal resident of the United States and is at least eighteen (18) years of age or older, not a convicted felon, in good health and fitness suitable for purposes of performing the Research and does not have or use and will not permit any person with any pacemaker or defibrillator to or use the FitEV charging system.
2. A student enrolled in a graduate program at the University of California, Davis, an employee of The Regents of the University of California, or have otherwise been approved in writing as a Researcher by AHM.
3. Not party to any agreement or subject to any other restriction that would prevent performance of the Research and execution, delivery and performance of such Researcher's obligations under this Agreement do not and will not result in a default under any such agreement or violation of any such restrictions.
4. Has reviewed, understood and has had the opportunity to discuss with the AHM Research Manager and to ask questions regarding the functioning and control of the devices and systems installed at the Smart Home and in the FitEV.
5. Has reviewed, understood and has been provided the opportunity to discuss with the AHM Research Manager and to ask questions regarding the research undertaken by AHM, its subcontractors and the Lighting and Cooling Centers at UC Davis related to the systems and technology employed in the Smart Home's design, construction and operation and their possible effects on their own health and welfare and the health and welfare of any of their minor children or any other person appearing in the Smart Home or the FitEV.

## EXHIBIT C

### FORM OF NONDISCLOSURE AGREEMENT

#### HONDA SMART HOME RESEARCHER NON-DISCLOSURE AGREEMENT

This HONDA SMART HOME RESEARCHER NON-DISCLOSURE AGREEMENT (the "Agreement") is executed this \_\_\_\_\_, 2017 (the "Effective Date") in favor of American Honda Motor Co., Inc., Inc., a California corporation having its principal office and place of business at 1919 Torrance Boulevard, Torrance, California 90501 (the "Company") by each of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, each an individual (each, a "Researcher").

In connection with the research and other obligations and matters undertaken by the Researchers as described with respect to the Smart Home and the Research (the "Purpose") as such terms are defined in that certain Honda Smart Home Occupant Research Agreement (the "Research Agreement"), the parties have agreed that in the event that a Researcher obtains access to any of the Company's confidential information to any Researcher, such Researcher shall protect such confidential information on the terms set forth in this Agreement. In consideration of the mutual promises contained herein, Company and each Researcher agree as follows:

1. Scope. "Confidential Information" means any and all information of a confidential or proprietary nature of the Company, whether created before or after the date of this Agreement, written or oral, tangible or intangible, including but not limited to existing or proposed business plans; computer code or instructions; ideas, concepts, know how, methods, techniques, structure, products, business and financial information, marketing and distribution data methods, plans and efforts; the existence and substance of the Research; the content of proposals and agreements, whether oral or written; the identities of, the course of dealing with, and financial and other data provided to the Company by actual and prospective buyers, sellers, dealers, customers, contractors and suppliers; and any other materials related to the Purpose that have not been made available to the general public. Confidential Information of the Company also includes information and/or materials developed by any Researcher that are based on or include confidential or proprietary information of the Company, including without limitation all Research, Deliverables and any other documentation prepared by Company or a Researcher pursuant to (and as defined in) the Research Agreement; provided, however, that for purposes of this Agreement, Confidential Information shall not include information that a Researcher can show was, at the time of disclosure or thereafter: (a) generally available to the public (other than as a result of a disclosure in breach of this Agreement) or (b) available to a Researcher on a non-confidential basis from a source other than the Company, provided such source is not and was not bound by a confidentiality agreement with any Researcher or otherwise prohibited from transmitting such information to Company by a contractual, legal or fiduciary obligation or (c)

independently developed by a Researcher for a purpose other than the Purpose. In addition, each Researcher understands and agrees that Company is in the business of developing, manufacturing, marketing and selling automotive, power sports, marine, aviation, lawn and garden and power equipment products; that Company does not wish to receive from any Researcher any proprietary or confidential information that could prevent Company from developing such products; and therefore that, if a Researcher discloses information to Company about novel products or product concepts, such information may be freely used and disclosed by Company.

2. Non-Disclosure and Restricted Use of Confidential Information. Each Researcher agrees to hold the Confidential Information of the Company in strict confidence, to use it only for the Purpose and for no other purpose, and not to disclose such Confidential Information to any third party, except as provided herein. No Researcher shall make any copies of any of the Confidential Information without the prior written consent of the Company except such copies as are necessary to carry out the Purpose.

3. Required Disclosure. If a Researcher is required by law to disclose any of the Confidential Information of the Company or any of the terms, conditions or other non-public facts with respect to the Purpose, such Researcher will, if legally permissible, promptly notify Company of such requirement prior to making the disclosure. Such Researcher and the Company will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to such Researcher and Company in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring such Researcher and Company are unable to agree on a mutually acceptable form and terms of disclosure, then such Researcher shall have no liability to Company to the extent such disclosure is required by law provided such Researcher makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by the tribunal requiring disclosure.

4. No Representation or Warranty. Each Researcher understands and acknowledges that Company makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, and neither Company nor its officers, directors, employees, stockholders, owners, affiliates or agents will have any liability to any Researcher resulting from a Researcher's use of or reliance on the Confidential Information.

5. Return of Confidential Information. Upon the written request of Company or upon completion of use by a Researcher of the Confidential Information for the Purpose, whichever occurs first, such Researcher shall promptly return to Company all Confidential Information and all copies thereof if in written or other tangible form. Where impractical to return copies, such copies shall be destroyed.

6. No Grant of Ownership or License. The Confidential Information shall remain the property of Company notwithstanding its disclosure to a Researcher; except as specifically set forth herein or in another written agreement between the parties, each Researcher recognizes and agrees that nothing contained

in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information.

7. Term and Termination; Survival of Confidentiality Obligations. This Agreement shall become effective on the Effective Date and shall continue in effect for a period of three (3) years. A party may terminate this Agreement on ten (10) days written notice to the other party. Notwithstanding any expiration or termination of this Agreement, the non-disclosure and non-use obligations set forth herein shall survive indefinitely.

8. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to its subject matter. It shall be governed by, and construed in accordance with, the substantive laws of the State of California without reference to its conflicts of law principles. If any term(s) of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed, if practicable, or deleted, if not practicable, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect. Each party agrees that remedies at law, alone, are inadequate to remedy breaches of this Agreement and therefore consents to the issuance of injunctive relief against it to prevent or end any violation by it of this Agreement. This Agreement may be amended only by a written instrument signed by the Company and each Researcher. This Agreement supersedes other agreements between the parties that deal with the disclosure and use of the confidential and proprietary information only to the extent that such other agreements provide less protection for such confidential and proprietary information than is provided by this Agreement. Except with respect to the last sentence of Section 1 of this Agreement which shall in all cases govern the future disclosure of information by a Researcher, in the event that any provision of such other agreement conflicts with this Agreement, the provision that affords greater protection to confidential and proprietary information shall govern.



IN WITNESS WHEREOF, the parties hereto have caused this HONDA SMART HOME RESEARCHER NON-DISCLOSURE AGREEMENT to be executed as an agreement under seal as of the date first above written.

American Honda Motor Co., Inc.

Researcher: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Researcher: \_\_\_\_\_

Name: \_\_\_\_\_

Researcher: \_\_\_\_\_

Name: \_\_\_\_\_

## EXHIBIT D

### FORM OF LOANED VEHICLE AGREEMENT

#### SMART HOME FITEV LOANED VEHICLE AGREEMENT

This LOANED VEHICLE AGREEMENT (“Loaned Vehicle Agreement”), dated [\_\_\_\_], 2018, is by and between American Honda Motor Co., Inc., a California corporation (“Honda”), and [\_\_\_\_\_] (“Borrower”). Borrower and each Eligible Driver (as defined in Section 9 below) of the following vehicle:

2014 Honda FitEV; Color: [Blue]; VIN: [JHMZA2H42DT000060]; License Plate: [6XRY234]

(the “Loaned Vehicle”) shall comply with all the terms and conditions of this Loaned Vehicle Agreement.

Initially capitalized terms used but not defined in this Loaned Vehicle Agreement shall have meanings set forth in the Honda Smart Home Occupant Research Agreement (the “Research Agreement”).

**WARNING:** USE OF THE FITEV’S DIRECT CURRENT OR ALTERNATE CURRENT CHARGING SYSTEMS MAY INTERFERE WITH **PACEMAKERS** AND AUTOMATIC **DEFIBRILATORS**. IF YOU, BORROWER, ANY ELIGIBLE DRIVER OR ANY OTHER PERSON HAS SUCH A DEVICE, **DO NOT USE** AND DO NOT PERMIT ANY OTHER PERSON TO USE THE FITEV **CHARGING EQUIPMENT**. THE MAGNETIC FIELD CREATED BY THE CHARGING EQUIPMENT MAY BE HARMFUL TO SUCH PERSONS.

1. Provision of Loaned Vehicle; Use of Approved Charging Stations

Honda agrees to loan the Loaned Vehicle to Borrower for use as described in Research Assignments delivered by Honda to Borrower from time to time in connection with the Research to be conducted by the Borrower pursuant to the Research Agreement, solely to be used for such purposes for a term beginning on [September 1], 2018 and ending upon the conclusion of the Research, the termination of the Research Agreement with respect to Borrower in his or her capacity as a Researcher thereunder or such other time upon which Honda provides written notice to the Borrower provided that: (a) Borrower shall not use the Loaned Vehicle in a dangerous manner or in violation of any applicable laws, regulations or other legal authority, (b) Borrower shall not use the Loaned Vehicle in any manner that would depict the Loaned Vehicle and/or Honda in a negative or unflattering light, and (c) Borrower acknowledges that Honda hereby reserves all rights not expressly licensed hereunder. Borrower shall only charge the Loaned Vehicle at the Honda Smart Home or at other charging stations that are expressly approved by Honda and identified by Honda on a list provided by Honda and maintained by Borrower in the Loaned Vehicle at all times.

2. Non-Routine Repairs; Maintaining Loaned Vehicle

The cost of any repairs required to be made to the Loaned Vehicle due to misuse, neglect, abuse or failure to follow preventative maintenance schedules will be the sole responsibility of Borrower. The exterior of the Loaned Vehicle shall be regularly washed and waxed, and the interior maintained and free of debris, at Borrower's expense. Borrower shall maintain the Loaned Vehicle in accordance with the manual and maintenance schedule included with the Loaned Vehicle.

3. Fines and Penalties

The payment of any fines or penalties, including, but not limited to, parking tickets, assessed against any of the Loaned Vehicle during the time the Loaned Vehicle is assigned to Borrower shall be Borrower's sole responsibility.

4. Travel Outside of the California

The Loaned Vehicle shall not be operated outside of the State of California without the prior written consent of Honda nor shall the Loaned Vehicle be used in a fashion other than as contemplated under any Research Assignment.

5. Accidents; Theft or Other Damage

Borrower shall report to its insurance agent all accidents, theft or other damage, as soon as possible which, under normal circumstances, will not exceed three (3) calendar days after the date of such accident, theft or other damage. In addition, a report of an accident involving serious bodily injury or death must be provided to Honda immediately which, except under extreme circumstances, means the same day of the accident.

6. Insurance

Borrower must provide insurance coverage for the operation of the Loaned Vehicle to include:

- (a) Automobile liability insurance with a combined single limit of coverage for bodily injury and property damage of not less than \$1,000,000;
- (b) Medical Payments-- \$5,000, coverage limit;
- (c) Physical Damage Insurance covering loss or damage to the Loaned Vehicle, with deductibles of no more than \$1,000, for collision and upset loss and \$1,000, for comprehensive fire and theft loss. With Honda's prior written authorization, Borrower may self-insure its obligations under this clause (c).

The policy of Automobile Liability Insurance for the Loaned Vehicle must show Honda as Additional Insured. The policy of Physical Damage Insurance for the Loaned Vehicle must show Honda as Loss Payee. All policies must be written by insurance companies acceptable to Honda and must indicate that any insurance or self-insurance maintained by

Honda shall be noncontributory. A certificate of insurance evidencing such coverage must be provided to Honda upon request.

7. Safety Belts

Borrower shall instruct each Eligible Driver that the Eligible Driver and all passengers in the Loaned Vehicle must use safety belts or, where applicable, a child restraint device that meets federal regulations for use by small children.

8. Income Tax Obligations

Any tax obligations relating to Borrower's and/or Eligible Driver's use of the Loaned Vehicle shall be Borrower's sole responsibility.

9. Eligible Drivers

In order to be an Eligible Driver, an individual must be approved by Borrower and must:

- (a) Possess a current driver's license issued by a competent state agency or international licensing authority;
- (b) have no "failures to appear" on his or her driving record;
- (c) have no convictions for "driving under the influence" on his or her driving record during the preceding twenty-four months;
- (d) have no more than one conviction for "driving under the influence" on his or her driving record;
- (e) must not have been convicted of a felony;
- (f) be currently employed or engaged as an independent contractor by AHM or have direct family relationship to Borrower as an assigned user of the Loaned Vehicle or otherwise be a party to the Research Agreement; and
- (g) **MUST NOT HAVE A PACEMAKER, IMPLANTED DEFIBRILATOR OR OTHER SIMILAR DEVICE.**

10. Revocation of Eligibility Status

HONDA MAY RESTRICT OR REVOKE ITS AUTHORIZATION FOR BORROWER OR AN ELIGIBLE DRIVER TO OPERATE THE LOAN VEHICLES BASED UPON ACCIDENT HISTORY, DRIVING RECORD, **USE OF PACEMAKER,** MISUSE OR ABUSE OF THE VEHICLE OR VIOLATION OF ANY OF THE PROVISIONS OF THIS AGREEMENT OR THE RESEARCH AGREEMENT.

11. Title to Loaned Vehicle

Title to the Loaned Vehicle is held and shall continue to be held at all times during the term of this Loan Agreement by Honda, and Borrower shall have no right to use the Loaned Vehicle except as provided herein and in this Loaned Vehicle Agreement.

12. No Assignment

Neither the use of the Loaned Vehicle, nor any interest in this Loaned Vehicle Agreement may be assigned, hypothecated, encumbered or sub-leased in any way, voluntarily or involuntarily, without the prior written consent of Honda.

13. Accessories; Decals and Stickers

No accessories or equipment shall be affixed, attached or installed on the Loaned Vehicle except such items as provided by Honda or specifically authorized in writing by Honda. No stickers, decals, labels or the like shall be affixed or attached to the Loaned Vehicle except such items as are provided by Honda or specifically approved in writing by Honda. No accessories or equipment provided with the Loaned Vehicle shall be altered or removed.

14. Substitutions

Honda may at any time substitute another vehicle for the Loaned Vehicle currently assigned to Borrower. Such substitute vehicle may not be of the same class or have the same accessories or equipment as the then-currently assigned Loaned Vehicle. All terms and conditions of this Loaned Vehicle Agreement shall apply to any such substitute vehicle.

15. Return to Honda

Borrower will return the Loaned Vehicle promptly to Honda upon completion of the Research, termination of the Research Agreement with respect to Borrower's activities as a Researcher thereunder and/or upon Honda's request therefor (and this Loaned Vehicle Agreement shall immediately terminate at such time). The Loaned Vehicle must be returned to Honda at the place at which it was delivered to Borrower. The Loaned Vehicle must be returned clean and in good condition, ordinary wear and tear accepted, with all equipment and accessories as originally installed or supplied with the Loaned Vehicle when they were delivered to Borrower. Any service, repairs or replacement deemed necessary by Honda to restore the Loaned Vehicle in good condition upon return thereof to Honda shall be charged to Borrower at the rate of Honda's actual cost for such restoration.

16. Indemnification

Borrower agrees to indemnify, defend and hold harmless Honda from and against any and all claims, damages, losses, costs, judgments, penalties and expenses of any kind (including, but not limited to, reasonable third party legal fees, court costs and disbursements) which may arise with regard to the Loaned Vehicle, including, but not limited to, claims of property damage, personal injury, false endorsement, copyright and/or trademark infringement, and/or breach or alleged breach by Borrower of this Agreement. Borrower shall promptly notify Honda of any claim. Borrower shall be

responsible for any costs or expenses Honda incurs in enforcing Borrower's indemnity obligations hereunder. This Section 16 shall survive the termination of this Agreement for any reason.

17. Jurisdiction/Choice of Law

This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles, and subject to the jurisdiction of federal and state courts located exclusively within Los Angeles County, California.

18. CONDITIONAL USE

USE OF THE LOAN VEHICLES BY BORROWER AND ELIGIBLE DRIVERS IS A BENEFIT OF THIS LOAN VEHICLE AGREEMENT. SERIOUS VIOLATIONS OF THE PROVISIONS OF THIS LOAN VEHICLE AGREEMENT COULD RESULT IN TERMINATION OF HONDA'S OBLIGATIONS TO PROVIDE THE LOAN VEHICLES UNDER THIS LOAN VEHICLE AGREEMENT. SUCH SERIOUS VIOLATIONS ARE DEFINED TO INCLUDE, BUT ARE NOT LIMITED TO, DRIVING WITH A SUSPENDED LICENSE, DRIVING UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, DRIVING CONTRARY TO APPLICABLE TRAFFIC RULES AND ALLOWING ANY PERSON OTHER THAN AN ELIGIBLE DRIVER TO OPERATE OR USE THE LOAN VEHICLES.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Loaned Vehicle Agreement as of the date first above written.

AHM:  
AMERICAN HONDA MOTOR CO., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Borrower:

\_\_\_\_\_

Name: \_\_\_\_\_

Eligible Driver:

\_\_\_\_\_

Name: \_\_\_\_\_

Eligible Driver:

\_\_\_\_\_

Name: \_\_\_\_\_