



## Data logger application

You must be an NTEA member and a Green Truck Association (GTA) member to participate in GTA's data logger drive and duty cycle analysis program. Your only program cost is the data logger return shipping cost.

GTA was established in 2010 as an affiliate division of NTEA, in recognition of the growing interest and demand for green products within the work truck industry. For information on NTEA and GTA membership, visit ntea.com, greentruckassociation.com or contact Luci Pfaff — luci@ntea.com or 248-479-8148.

Today's date \_\_\_\_\_ Number of data loggers requested \_\_\_\_\_

Company \_\_\_\_\_ How did you hear about GTA's data logger drive and duty

Main contact name \_\_\_\_\_ cycle analysis program? \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Ship data loggers to:** What prompted you to participate? \_\_\_\_\_

Company/Name \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

## NTEA's Vocational Data Nondisclosure Agreement

In order to participate, you must read, agree to and sign NTEA's **Vocational Data Nondisclosure Agreement**, found on the following pages.

The paraphrased Agreement:

- data is sent to a third party, secure Tier 3 Data Center
- data is aggregated and will not be attributable to any individual data supplier
- unaggregated data will not be disclosed
- NTEA will carefully restrict access to any confidential information
- participation is voluntary and participation may be discontinued at any time for any reason

**Once you've completed the application, read and signed NTEA's Vocational Data Nondisclosure Agreement please return both to:**

NTEA ■ 37400 Hills Tech Drive ■ Farmington Hills, MI 48331 ■ 248-489-8590 FAX

### Questions?

Chris Lyon, NTEA director of fleet relations, chris@ntea.com or 248-479-8196  
Doyle Sumrall, NTEA managing director, doyle@ntea.com or 330-283-2176



## Vocational Data Nondisclosure Agreement

This Nondisclosure Agreement (the "**Agreement**") is entered into by and between \_\_\_\_\_ with its principal offices at \_\_\_\_\_ ("**Disclosing Party**") and National Truck Equipment Association, dba NTEA -- The Association for the Work Truck Industry, with its principal offices at 37400 Hills Tech Drive, Farmington Hills, MI ("**Receiving Party**"). The Disclosing Party and Receiving Party are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**".

### WITNESSETH:

**WHEREAS**, Receiving Party is a not-for-profit, tax exempt business league formed pursuant to Internal Revenue Code §501(c)(6) for the purpose of advancing the interests of the truck equipment industry;

**WHEREAS**, in furtherance of Receiving Party's tax-exempt purpose, Receiving Party collects, on an ongoing basis, vehicle configuration data from owners of commercial and vocational vehicles (including without limitation vehicles owned by private fleets, leasing companies and governmental entities), which data is aggregated so as not to be attributable to any individual supplier of data and is included in reports (the "**Reports**") for dissemination to Receiving Party's members and members of the public that have a legitimate interest in such data (as determined by Receiving Party) (the "**Data Collection Program**");

**WHEREAS**, participation in the Data Collection Program is voluntary and participants may discontinue their participation at any time for any reason;

**WHEREAS**, the data Receiving Party collects includes without limitation, for the vehicles in disclosing parties' respective fleets, the gross vehicle weight of chassis, the type of body mounted on the chassis, equipment mounted on the chassis and other similar information (the "**Vehicle Information**"); and

**WHEREAS**, Disclosing Party desires to participate in the Data Collection Program by providing Vehicle Information, subject to the confidentiality requirements set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**Section 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all Vehicle Information supplied by Disclosing Party to Receiving Party, in whatever format, in connection with Disclosing Party's participation in the Data Collection Program.

**Section 2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to Vehicle Information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (c) disclosed by Receiving Party with Disclosing Party's prior written approval; (d) disclosed by Receiving Party or 3<sup>rd</sup> Party (as defined in Section 3 hereof) pursuant to an order of a court of competent jurisdiction or any administrative body having jurisdiction, provided that Receiving Party gives Disclosing Party notice of any proposed order so that Disclosing Party has an opportunity to appear at any hearing concerning the granting of such order; or (e) aggregated with data provided by other participants in the Data Collection Program and is included in Reports that are disseminated by Receiving Party to its members and other members of the public with a legitimate interest in such data (as determined by Receiving Party).

**Section 3. Obligations of Receiving Party.** So long as Disclosing Party is a participant in the Data Collection Program, Disclosing Party shall deliver its Vehicle Information to a 3<sup>rd</sup> Party secure Tier 3 Data Center to be aggregated. Vehicle Information will be aggregated with other Vehicle Information provided by other participants in the Data Collection Program. The 3<sup>rd</sup> Party shall be directed by Receiving Party not to provide Disclosing Party's unaggregated Vehicle Information and only to provide Vehicle Information on an aggregated basis. Receiving Party shall hold and maintain (and shall cause the 3<sup>rd</sup> Party to hold and maintain, Disclosing Party's unaggregated Confidential Information in strictest confidence. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons (including without limitation the 3<sup>rd</sup> Party) to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information (other than aggregated Confidential Information included in the Reports). Receiving Party shall cause the 3<sup>rd</sup> Party to return to Disclosing Party any and all of Disclosing Party's unaggregated Vehicle Information immediately if Disclosing Party requests it in writing; *provided*, that the Receiving Party's legal counsel may retain a copy of such material in his or her files subject to the non-disclosure requirements of this Agreement.

**Section 4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Disclosing Party's participation in the Data Collection Program, and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as Confidential Information under Section 2 of this Agreement or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first. Notwithstanding the

foregoing, the Receiving Party's duty to hold Confidential Information in confidence shall terminate on the tenth (10<sup>th</sup>) anniversary of the date of this Agreement.

**Section 5. Remedies.** The Receiving Party acknowledges and agrees that a breach of this Agreement will result in harm for which monetary damages will not be a sufficient remedy to Disclosing Party. Therefore, Receiving Party agrees that Disclosing Party shall be entitled to equitable relief, in addition to all other legal remedies otherwise available to Disclosing Party, in the event of any breach or a threatened or intended breach of the provisions of this Agreement.

**Section 5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.

**Section 6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**Section 7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Parties.

**Section 8. Waiver.** The failure by a Party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**Section 9. Applicable Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan (without giving effect to any choice of law provision under any state law that would result in the application of the laws of any state other than the State of Michigan). The Parties submit to the jurisdiction of the courts of the State of Michigan, and appropriate appellate courts thereof, over any dispute or proceeding arising out of or relating to this Agreement.

**Section 10. Successors and Assigns.** This Agreement and each Party's obligations shall be binding on the representatives, assigns, and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Disclosing Party  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

National Truck Equipment Association  
(dba NTEA -- The Association for the  
Work Truck Industry)  
By:  
Printed Name: Doyle Sumrall  
Title: Managing Director, NTEA  
Dated: \_\_\_\_\_

Date Created: \_\_\_\_\_  
Revision Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_