

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is executed and effective as of this 20 day of March, 2017, by and between EVGO SERVICES LLC, a Delaware limited liability company, d/b/a EVgo ("EVgo"), and Virginia Polytechnic Institute and State University, a public institution of higher education incorporated under the laws of the Commonwealth of Virginia ("Recipient," together with EVgo, the "Parties" and each a "Party").

1. Transaction and Purpose. EVgo wishes to provide to Recipient, and Recipient wishes to obtain access to, EVgo's data comprised of individual charging session usage of public DCFCs in the New York metropolitan area for FY2016 (the "Transaction"). EVgo is providing the data to Recipient for the purpose of graduate-level research, and its publication of that research, in its department of Electrical and Computer Engineering to analyze human mobility to predict electric vehicle charging demand. In order to further implement the Transaction, Recipient has or may obtain EVgo's confidential and proprietary information related to EVgo and its affiliates.
2. Confidential Information. All references to EVgo in the next sentence shall include EVgo's affiliates. Except as provided under Section 4 below, all information communicated to, or obtained by Recipient during discussions regarding the Transaction, whether tangible or intangible and in whatever form or medium provided, including, without limitation the EVgo's business and financial information; EVgo's books, records, and documents; technical information concerning its customers, products, equipment, services, projects, processes, procurement procedures, and pricing techniques; together with all other information of EVgo relating to or concerning the Transaction and any correspondence, analysis, report, or other work product produced by Recipient that contains, reflects, or is derived from such information (all collectively referred to herein as "Confidential Information"), shall comprise confidential information and trade secrets of EVgo which are valuable, special, and unique assets. Confidential Information as used herein includes information supplied in connection with the Transaction by EVgo to Recipient prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner and be subject to the same treatment as the Confidential Information made available after the execution of this Agreement. Confidential Information as used herein also includes the fact that the Confidential Information has been made available to or is being inspected or evaluated by Recipient, the fact that discussions with respect to the Transaction are taking place, and any other facts with respect to such discussions, including the status and terms thereof. Protection of Confidential Information against unauthorized disclosure and use is of critical importance to EVgo. Accordingly, except with the prior written authorization of EVgo or as otherwise expressly provided in this Agreement, Recipient shall not, at any time, (a) make any disclosure of any Confidential Information, or (b) make any use of the Confidential Information, except in connection with the evaluation or execution of the Transaction. In maintaining the confidentiality of Confidential Information disclosed hereunder, Recipient shall employ reasonable procedures no less restrictive than the

procedures ordinarily used by it to protect its own confidential information. Any information furnished to Recipient by a Representative of EVgo in connection with the Transaction shall be deemed for the purpose of this Agreement to be furnished by EVgo.

3. Exclusions of Confidential Information. Notwithstanding the foregoing, the obligations of confidentiality under this Agreement shall not apply to confidential information that (a) is already in the possession of Recipient on a non-confidential basis at the time it is disclosed to Recipient; (b) has been independently developed by Recipient by reference to the Confidential Information disclosed to Recipient by EVgo; (c) becomes or has become publicly known through no wrongful act of Recipient; (d) has been received by Recipient on a non-confidential basis from a person other than EVgo, who is not bound by a confidentiality agreement with EVgo or otherwise prohibited from transmitting the information to others; (e) is confirmed in writing by EVgo to not be Confidential Information; or (f) is permitted under Section 4 herein.
4. Permitted Use of Confidential Information. EVgo acknowledges and accepts that Recipient will publish anonymized (excluding any personally identifiable information) version(s) of the data received in the Transaction in accordance with the purpose set forth herein under Section 1. Before publication, Recipient will provide EVgo with a draft of such publication at least thirty (30) days prior to release, and EVgo shall have the opportunity to review such draft prior to it being published and the right to require the removal of any information EVgo considers to be unauthorized Confidential Information by the terms of this Agreement and/or pejorative toward EVgo or the electric vehicle industry as a whole.
5. Compliance with Legal Process. If Recipient is requested pursuant to or required by law, regulation, regulatory authority, or legal process (including by means of oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process or, in the opinion of counsel for Recipient, by federal or state securities laws or other statutes, regulations, or laws, or the rules or regulations of any recognized stock exchange or other applicable self-regulatory authority) to disclose any Confidential Information or other information about EVgo or the Transaction, then Recipient (if it is legally able to do so) shall promptly notify EVgo of such request or requirement prior to disclosure so that EVgo may, at its cost, seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If, however, Recipient determines, upon the advice of counsel, that Recipient is nonetheless, in the absence of such protective order or waiver, required to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then Recipient may disclose such Confidential Information or other information without liability to EVgo; *provided, however,* that Recipient shall disclose solely such information as is required by law and shall use reasonable efforts to minimize the disclosure of such information.


6. Ownership; Return of Information. All written materials, records, and other documents or electronic files, in any way containing or relating to the business of EVgo, and provided to Recipient by EVgo in anticipation of the Transaction, and during any future business relationship, which contain or disclose EVgo's Confidential Information or any other EVgo information shall be and remain the exclusive property of EVgo and subject to all relevant intellectual and/or proprietary property rights of EVgo. Upon request of EVgo, and in any event, if the Transaction is not consummated, Recipient shall promptly either (a) deliver the same, and all copies thereof, to EVgo, or (b) destroy all such information, with the exception of that portion of the Confidential Information that may be found in Recipient's archived electronic back-up files of its computer systems ("Archived Files"), and, in each case, upon request of EVgo, promptly furnish EVgo with a self-signed certificate verifying that all such information has been delivered or destroyed in accordance with the foregoing. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Recipient from retaining copies of Archived Files or of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject ("Retained Confidential Information").
7. No Representations. EVgo makes no representations or warranties, express or implied, as to the accuracy or completeness of the information disclosed hereunder, including, without limitation, the Confidential Information. Recipient agrees that neither EVgo nor its Representatives shall have any liability to it or to any of its Representatives resulting from the provision or use of any information, including, without limitation, the Confidential Information.
8. No Fiduciary Relationship; No Further Obligations. The Parties agree that this Agreement does not create a partnership, agency, joint venture or similar relationship, nor does this Agreement obligate any of the Parties to enter into any further agreements or to proceed with any possible relationship or other joint venture or transaction, including, without limitation, the Transaction. Without limiting the foregoing, at any time prior to the execution of a definitive agreement between the Parties with respect to the Transaction, either Party may voluntarily withdraw for any reason from discussions with the other Party concerning the Transaction by giving the other Party written notice to such effect; *provided* that, Recipient shall remain subject to the obligations set forth in this Agreement. Nothing in this Agreement shall diminish or restrict in any way the rights that each Party has (a) to conduct its business and business development activities, (b) to market and sell its products and services, and (c) to acquire or obtain products and services or to disclose its own Confidential Information to third parties. No license or conveyance of any rights relating to the Confidential Information is granted or implied by EVgo to Recipient.
9. Remedies. In view of the difficulty or impossibility of placing a monetary value on the Confidential Information or determining damages that may be sustained in the event of a breach or threatened breach of the terms and conditions of this Agreement, EVgo shall be entitled to seek equitable relief, including injunctions and specific performance, to the extent permitted by law, as well as to any other relief appropriate under the circumstances

in any court of competent jurisdiction. If such relief is granted, Recipient hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

10. Miscellaneous. This Agreement and the obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns. This Agreement constitutes the entire agreement between the Parties with the respect to the subject matters addressed herein. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. This Agreement may not be amended or modified except by a writing signed by each of the Parties. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be severed from this Agreement which shall otherwise remain in full force and effect but only to the extent that the original intent of this Agreement would not be altered in any material respect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
11. Term. The obligations of confidentiality set forth herein shall survive for a period of two years following the return or destruction of the Confidential Information in accordance with paragraph 4 hereof. Any Retained Confidential Information or Archived Files shall remain subject to the obligations of confidentiality set forth herein. All other obligations and agreements set forth herein shall survive indefinitely, except as otherwise agreed herein.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, has executed this Agreement as of the date first above written.

**VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY**

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