

DATA USE AGREEMENT

THIS DATA USE AGREEMENT (this "*Agreement*") is effective as of the date all of the Parties have signed below (the "*Effective Date*") and is made by and between Oshkosh Corporation and its subsidiaries ("*Company*"), PACCAR Engine Company and its affiliates (collectively, "*PACCAR*"), and the customer identified below ("*Customer*"). Company, PACCAR, and Customer are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Customer will acquire and operate certain fire apparatus and related equipment (the "*Customer Apparatus*");

WHEREAS, Customer is willing to permit Company and PACCAR to collect and use data relating to the Customer Apparatus (the "*Data*") for the purposes of designing and commercializing vehicles, such as fire apparatus, and associated components, such as engines (the "*Purpose*"), subject to the terms and conditions of this Agreement;

WHEREAS, the Parties desire to have the use of Data and other Proprietary Information (as defined below) provided hereunder governed by this Agreement rather than any other confidentiality or other agreements that may exist between them; and

WHEREAS, each undersigned Party (each, a "*Receiving Party*") understands that one or both of the other Parties (each, a "*Disclosing Party*") have disclosed, may disclose, or may permit to be collected Data and related confidential information, which may include confidential information relating to the Disclosing Party's business, including, without limitation, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products, equipment and services (including chemical formulae and compositions), as well as names and expertise of employees, consultants, customers and prospects, know-how, ideas, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "*Proprietary Information*" of the Disclosing Party. Proprietary Information shall include a Disclosing Party's trade secrets, as defined under applicable laws, if such trade secrets are identified to the Receiving Party in writing as trade secrets at the time of disclosure ("*Trade Secrets*") (if not so identified, such information shall still be considered Proprietary Information under the terms of this Agreement but shall not be afforded the protections of those sections of this Agreement applicable to Trade Secrets).

NOW, THEREFORE, in consideration of any access each Party may have to Proprietary Information of the other Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Company and PACCAR shall coordinate to provide and install hardware onboard the Customer Apparatus to collect Data. The installation of such hardware will not impact the warranty Company provides for the Customer Apparatus in any way whatsoever.
2. Company and PACCAR shall coordinate to collect Data from the Customer Apparatus. Specifically, PACCAR shall contract with a third party ("*Third Party*") to transmit Data from the Customer Apparatus to a cloud-based data platform and then from the cloud-based data platform to PACCAR. PACCAR shall bear all costs associated with installing the hardware, removing the hardware, and collecting, storing, transmitting, and its use of the Data. Customer is solely responsible for (i) notifying users of the Customer Apparatus of the existence and terms of this Agreement and (ii) obtaining any consents and authorizations of such users as may be necessary for PACCAR and Company to collect, store, transmit, and use the Data under this Agreement. As between the Parties, PACCAR shall be solely responsible for, and hereby agrees to indemnify and hold harmless Company and Customer for, any third-party claims arising from both (a) cybersecurity breaches or privacy violations caused by, or attributed to, Third Party or PACCAR and (b) the collection, storage, and use of Data by PACCAR or Third Party under this Agreement. As between the Parties, Company shall be solely responsible for, and hereby agrees to indemnify and hold harmless PACCAR and Customer for, any third-party claims arising from both (a) cybersecurity breaches or privacy violations caused by, or attributed to, Company and (b) the collection, storage, and use of Data by Company under this Agreement. Neither PACCAR nor Company will attempt to identify any person whose information is contained in any Data or attempt to contact those persons.
3. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information

or any information derived therefrom to any third person, except outside consultants or professional advisors with confidentiality obligations as protective as those contained herein, (iii) not to make any use whatsoever at any time of Proprietary Information except as permitted under this Agreement, (iv) except as permitted under this Agreement, not to decompile, disassemble or reverse engineer any such Proprietary Information, and (v) not to copy or reproduce such Proprietary Information except as contemplated under this Agreement. Any employee, officer or director of the Receiving Party given access to any Proprietary Information must have a legitimate "need to know" and the Receiving Party shall be responsible for any breach thereby. The Disclosing Party agrees that the foregoing clauses (i), (ii), (iii), (iv) and (v) shall not apply with respect to any Data or information that PACCAR divulges to, transfers to, or shares with any governmental agency or any information that the Receiving Party can document (a) is or becomes generally available or known to the public through no breach of this Agreement, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party having no obligation of confidentiality, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding, if allowed by such request for disclosure. Use of the Proprietary Information shall be governed by this Agreement rather than any other confidentiality or other agreements that may exist between the Parties.

4. Customer hereby grants Company and PACCAR a nonexclusive license to access, copy, and use the Data in accordance with the Purpose and in furtherance thereof. Customer hereby grants Company and PACCAR a nonexclusive, perpetual, and irrevocable license to access, copy, and use any analyses, compilations, statistics, or other derivative works of the Data (collectively, the "*Work Product*") or other insights gained or developed by Company or PACCAR through use of the Data.
5. PACCAR hereby grants to Company a nonexclusive, perpetual, and irrevocable license to access, copy, and use any Work Product, including any intellectual property associated therewith, in furtherance of the Purpose. PACCAR shall promptly disclose to Company any of its Work Product. Company hereby grants to PACCAR a nonexclusive, perpetual, and irrevocable license to access, copy, and use any Work Product, including any intellectual property associated therewith, in furtherance of the Purpose. Company shall promptly disclose to PACCAR any of its Work Product.
6. To enable the Disclosing Party to disclose "technical data" to the Receiving Party in compliance with the requirements of the U.S. Commerce Department's Export Administration Regulations, the Receiving Party hereby gives its assurance to the Disclosing Party that the Receiving Party will not knowingly, unless prior written authorization is obtained from the Disclosing Party and the U.S. Commerce Department, export, re-export or otherwise disclose, directly or indirectly, any "technical data" (or computer software and any related documentation) received from the Disclosing Party which is not otherwise available to the general public, nor allow the direct product thereof to be shipped, directly or indirectly, to any of the countries (published on the restrictive list promulgated and amended from time to time by the U.S. Department of Commerce). Notwithstanding any other provision of this Agreement, this Section 6 shall survive any termination or expiration of this Agreement.
7. Promptly upon a written request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or destroy all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies thereof, except with respect to (i) any Work Product, (ii) any insights gained or developed by Company or PACCAR through use of the Data, (iii) Proprietary Information residing on any disaster recovery or business continuity systems of the Receiving Party, and (iv) any Proprietary Information that has been divulged to, transferred to, or shared with any governmental agency. Except as otherwise provided herein, upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing Proprietary Information (including all copies thereof), other than Work Product, have been returned to the Disclosing Party or destroyed except as otherwise provided herein. The Receiving Party understands that nothing herein requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party.
8. In the event Proprietary Information is disclosed in the form of a physical sample of a product, chemical or substance ("*Sample*"), the Disclosing Party shall provide the Receiving Party with a Material Safety Data Sheet ("*MSDS*") and/or Safety Data Sheets ("*SDS*") for the Sample or shall otherwise advise the Receiving Party as to the safe and environmentally responsible use, handling, storage, transportation and disposition of the Sample.
9. Nothing herein requires any Party to proceed with any proposed transaction or commercial relationship in connection with which Proprietary Information may be disclosed. No proposed transaction shall be binding upon any Party unless embodied in a mutually satisfactory written agreement executed by both Parties, each at its own discretion.

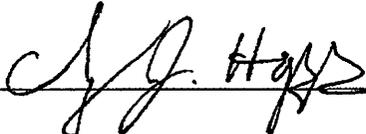
10. This Agreement is intended to encompass the subsidiaries and affiliates of the Parties hereto. For the purposes of this Agreement, the term "Subsidiary" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. Consequently, any Party or its subsidiaries and affiliates may disclose Proprietary Information to the another Party or its subsidiaries and affiliates, and any Party or its subsidiaries and affiliates may receive Proprietary Information from the another Party or its subsidiaries and affiliates. The terms "Disclosing Party" and "Receiving Party" shall include subsidiaries and affiliates of the Parties hereto with respect to Proprietary Information disclosed or received. The rights and obligations of the Parties hereto shall inure to the benefit of their respective subsidiaries and affiliates and may be directly enforced by same.
11. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION UNDER THIS AGREEMENT. As an exception to the foregoing, the Disclosing Party warrants that Proprietary Information disclosed in the form of product formulations is complete and accurate, and acknowledges that Receiving Party may rely upon it for purposes of environmental compliance.
12. No license to a Party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Proprietary Information. No representation, warranty or assurance is made by any Party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or rights of third parties.
13. The Parties' obligations under this Agreement will continue for a term of three (3) years from the date of the last disclosure in writing at which time, unless Customer has requested the return of the Data pursuant to Section 7, the license set forth in the first sentence of Section 4 shall become perpetual and irrevocable; provided, however, that with respect to Trade Secrets, Receiving Party shall remain bound by the terms and conditions of this Agreement for as long as such information continues to constitute Trade Secrets.
14. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.
15. Nothing in this Agreement (or confidentiality obligations related to it) prohibits a Party from reporting suspected illegal conduct to an appropriate law-enforcement agency, requires advance permission or notification to the other Parties before doing so, prohibits cooperating in an investigation conducted by such a government agency, or prohibits any disclosure that is protected under the whistleblower immunity provisions of the Defend Trade Secrets Act, 18 USC § 1833(b).
16. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of Delaware without regard to conflicts of law principles. In the event of any dispute arising under or in connection with this Agreement, the Parties submit to the jurisdiction of the state and federal courts of the State of Delaware. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by an authorized representative of the Parties specifically referencing the Agreement. Shrink wrap and click wrap terms and conditions related to the subject matter hereof shall be null and void. Notices hereunder will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier or fax with confirmation of receipt, to the addresses appearing below. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and fees (including reasonable attorneys' fees and expert witness fees) incurred in connection with such action. The individual executing this Agreement on behalf of the legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is a valid and binding obligation upon such entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

PACCAR Engine Company

Oshkosh Corporation

Signature: 
Name: Charley J. Hopp
Title: Program Manager
Date: 3-31-2022

Signature: _____
Name: _____
Title: _____
Date: _____

Customer

Customer Name: Ashland - Pierce job 35865
Signature: _____
Signatory Name: _____
Title: _____
Date: _____