

LICENSE AGREEMENT

for the use of the Emission Regulations Report (EmRep).
This LICENSE AGREEMENT was last updated on September 26, 2006.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY USING THE EMREP YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. License; Restrictions on Use

1.1

You are granted a non-exclusive, non-transferable, limited license to access and use for research purposes the Emission Regulations Report (EmRep) and the materials available therein ("Materials"). This license may be a node locked license or a network license, differing in license fees as evidenced on the price list. The license includes:

- the right to electronically display information available on EmRep to your employees who need such information to fulfill their duties within the scope of their employment with you, provided each such employee is required to keep such information strictly confidential and to use it exclusively within the scope of his/her employment with you ("Authorized Employees"),
- the right to obtain a printout of Materials of EmRep via printing commands and to create a single printout of Materials downloaded via downloading commands of EmRep (collectively "Authorized Printouts"),
- the right to retrieve via downloading commands of EmRep and store in machine readable form, for the exclusive use of Authorized Employees, a single copy of portions of Materials of EmRep to the extent the storage of those materials is not further limited or prohibited according to terms applicable to the respective Materials.

1.2

To the extent permitted by applicable copyright law and not further limited or prohibited with regard to specific Materials, you may make copies of Authorized Printouts strictly for your own purposes subject to the terms and conditions below.

1.3

Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, reproducing, distributing or using Materials retrieved from EmRep. You must not allow any access to EmRep or to any Materials to any person other than Authorized Employees.

AVL EMISSION REPORT POLLUTANT

Email: emrep@avl.com, <http://www.avl.com/emrep>

Last update: 21 July 2008

© AVL List GmbH 1996 - 2008



1.4

All right, title and interest (including all copyrights and other intellectual property rights) in EmRep and the Materials (in both print and machine-readable forms) belong to AVL or its source as indicated with regard to the specific Materials. You acquire no proprietary interest in any part of EmRep, Materials or copies thereof.

1.5

Except as specifically provided herein, you may not use EmRep or Materials retrieved from EmRep in any fashion that infringes the copyrights or proprietary interest therein.

1.6

You may not, without prior written consent by AVL, copy, sell, transfer, publish or present any part or all of the Materials retrieved from EmRep to third parties. This prohibition remains in force also after termination of this License Agreement.

1.7

You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from EmRep.

1.8

Other provisions that govern your use of Materials are set forth in the applicable price list, on-line description of files, on-line notices following file selection and individual documents retrieved from EmRep.

2. Access to Services**2.1**

Prior to entering into this License Agreement you may access and view the demo unit of EmRep.

2.2

Upon indication of your acceptance of this License Agreement and receipt of your payment, you will receive your access code to EmRep (the "Access Code"). You are entirely liable for all activities conducted through your Access Code.

2.3

Only Authorized Employees may access and use EmRep.

3. Limited Warranty**3.1**

AVL represents and warrants that it has the right and authority to make EmRep and Materials available pursuant to this License Agreement.

AVL EMISSION REPORT POLLUTANT

Email: emrep@avl.com, <http://www.avl.com/emrep>

Last update: 21 July 2008

© AVL List GmbH 1996 - 2008



3.2

Due to the number of sources used for EmRep and the circumstance that some of the Materials are not definite, but still in the stage of proposal and/or discussion, AVL CANNOT AND DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF EmRep AND MATERIALS. THE MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND AVL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1.

4. Limitation of Liability

4.1

AVL shall not be liable to you or anyone else for any consequential, special, incidental, indirect or similar damages in any way due to, resulting from, or arising in connection with

- a. the use of EmRep or Materials,
- b. any errors in or omissions from EmRep or any Materials available or not included therein,
- c. the unavailability or interruption of EmRep or any features thereof or any Materials.

IN NO EVENT WILL AVL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON EMREP.

4.2

You exempt AVL from all claims by third parties which go beyond the liability specified by these conditions.

5. Miscellaneous

5.1

The license is granted for one year, starting the date of receipt of your license fee as per Order Form. The license will be automatically renewed upon each anniversary for a further period of one year unless either party formally terminates it in writing by registered letter at least one month before that anniversary.

5.2

AVL may terminate this license effective immediately at any time if you breach any of your obligations assumed hereunder, such as, without limitation, unauthorized distribution of Materials or any other violation of restrictions on use contained herein.

AVL EMISSION REPORT POLLUTANT

Email: emrep@avl.com, <http://www.avl.com/emrep>

Last update: 21 July 2008

© AVL List GmbH 1996 - 2008



5.3

All notices and other communications hereunder shall be in writing or displayed electronically in EmRep. Notices shall be deemed to have been properly given on the date deposited with registered mail, return receipt requested, if mailed; on the date first made available, if displayed in EmRep.

5.4

AVL's failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of AVL's right to enforce it at a later time.

5.5

You may not assign your rights or delegate your duties under your license without AVL's prior written consent.

5.6

This License Agreement shall be governed by and construed in accordance with the laws of Austria, excluding its conflict of law rules.

AVL LIST GMBH Hans-List-Platz 1 A-8020 Graz, Austria

Yes, I agree

Date, Signature, Company Stamp

AVL EMISSION REPORT POLLUTANT

Email: emrep@avl.com, <http://www.avl.com/emrep>

Last update: 21 July 2008

© AVL List GmbH 1996 - 2008

