



**ALLIANCE FOR AUTOMOTIVE INNOVATION
NORTH AMERICAN FUEL SURVEY®:
LIMITED LICENSE AGREEMENT – GOVERNMENT SECTOR**

Acceptance of Terms

The Alliance for Automotive Innovation (“Auto Innovators”) makes available its North American Fuel Survey files (“fuel surveys”) for your purchase and use, subject to the terms and conditions set forth in this Limited License Agreement (“Agreement”).

By receiving, downloading, copying, or using Auto Innovators fuel surveys, you agree to be bound by this Agreement and the Alliance for Automotive Innovation North American Fuel Survey Guidance for Use document. If you do not agree to the terms of this Agreement, do not download, copy or use the fuel surveys.

You must sign, date, and return an electronic copy of the signature page below to Auto Innovators by email to Dan Bowerson (dbowerson@autosinnovate.org), and payment must be received, unless waived, before the electronic survey files will be provided.

Copyright; Limited License

Copyright and/or other intellectual property laws protect Auto Innovators fuel surveys, and unauthorized use of Auto Innovators fuel surveys may violate such laws. Except as expressly provided herein, Auto Innovators does not grant any express or implied right to you under any copyrights, trademarks, or trade secret information with respect to the fuel surveys. Auto Innovators retains all rights, title, and interest in its fuel surveys, at all times, regardless of the form or media in which the original or other copies exist or may subsequently exist. Except as specifically permitted herein, no portion of the fuel surveys may be reproduced in any form or by any means without the prior written permission of Auto Innovators.

Use of Auto Innovators Fuel Surveys

Except as otherwise indicated elsewhere in the Agreement, you may view, receive, download, and use the fuel surveys subject to the following conditions:

1. The fuel surveys may be used solely for informational, internal, non-commercial purposes. See the Alliance for Automotive Innovation North American Fuel Survey® Guidance for Use document for information about which uses are automatically permitted and which are automatically prohibited. All other uses require prior written or emailed permission by Auto Innovators. If you are in doubt about the permitted use, you must contact Auto Innovators for permission.
2. You must obtain prior permission from Auto Innovators before publicly releasing or otherwise publishing Auto Innovators fuel surveys or any analysis, modification or data derived from them, unless the type of release is expressly permitted as described in the Guidance. Please review this document for information about which uses are expressly permitted and which may require prior permission. If you are in doubt about the permitted public release or publication, you must contact Auto Innovators for permission.
3. You may not remove any copyright, disclaimers or proprietary notices contained in the fuel surveys.
4. Auto Innovators reserves the right to revoke at any time authorization for any use requiring prior permission, and any such use shall be discontinued immediately upon notice from Auto Innovators.
5. With any public release, presentation, or publication using the fuel survey content, you must include the following statements in an easily seen location in the release, presentation, or publication:

Copyrighted [applicable year], Alliance for Automotive Innovation, North American Fuel Survey.

- **The Alliance for Automotive Innovation North American Fuel Survey data reflect a single sample “snapshot” of market fuel properties from retail stations sampled in various cities.**
- **The number of stations varies from city to city, and cities and stations can vary from survey to survey.**
- **The cities and stations sampled are not selected to meet statistical criteria, or on the basis of market share.**

6. The rights granted to you constitute a license and not a transfer of title.
7. You may not share, rent, lease, sell, or otherwise transfer or distribute copies of Auto Innovators fuel surveys to others, including independent consultants or contract workers, except as otherwise noted herein.
8. You may not use the fuel surveys in any way that subverts or impairs the operation or integrity of the information to which the fuel survey relates.
9. You may copy the fuel survey for analysis, research, and backup purposes. You may transfer the fuel survey from one computer or device to another, but only within your organization, in accordance with the "Limitations on Sharing the Fuel Surveys" contained in this Agreement.
10. If a computer or other device that contains the fuel survey is sold or transferred to another user, all copies of the fuel survey must be removed before any such transfer.

Limitations on Sharing the Fuel Surveys

Government agencies (U.S. federal, state and local agencies, and international agencies) may allow unlimited numbers of employee users *within* the purchasing agency to access and use the data, but all users are subject to the Limited Licensing Agreement and Guidance for Use documents. An authorized representative must sign, date and return an electronic copy of the signature page below to Auto Innovators on behalf of the agency.

Government contractor and sub-contractor users must be subject to the agency standard contract provisions for Security Classification, and Non-Disclosure Agreement, for content provided to them by the agency.

This license is not intended to prevent Auto Innovators or its current members from sharing Auto Innovators fuel surveys with their independent consultants or contract workers as necessary to participate in Auto Innovators activities.

Warranties and Disclaimers

The fuel surveys made available by Auto Innovators are provided "AS IS," without warranties of any kind. Auto Innovators expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and warranties for fitness for a particular purpose. Auto Innovators makes no warranty that: (i) the fuel surveys will meet your requirements; (ii) the results that may be obtained from your use of the fuel surveys will be effective, accurate or reliable; or (iii) the quality of any fuel surveys obtained by you from this site will meet your expectations. Auto Innovators shall have no liability for: 1) any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, for any contingencies beyond its control, in procuring, compiling, or delivering the fuel surveys; or 2) any decision made or action taken or not taken in reliance upon the information found herein or in Auto Innovators fuel surveys.

No Returns or Refunds

Auto Innovators does not accept returns of, or issue refunds for, fuel survey files purchased or downloaded from this web site. In the event the wrong survey is sent, or the files are corrupted or damaged due to the Auto Innovators side of transmission, correct replacement copies will be provided by Auto Innovators at no additional cost.

Indemnity

You agree to indemnify and hold Auto Innovators and its officers, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of Auto Innovators fuel surveys, your violation of any term of this Agreement, or your violation of any rights of another person or entity.

Term and Termination

This license is effective until terminated. Auto Innovators retains the right to terminate this license at any time, without notice and without giving any reason. This license automatically terminates if you fail to comply with the terms of this Agreement. You may terminate this license at any time by destroying the fuel survey and the permitted backup copy and permanently deleting electronic copies. You agree that, upon termination, you will either destroy or permanently erase all copies of the fuel survey.

Governing Law and Jurisdiction

The survey is controlled by Auto Innovators from its offices in the District of Columbia, United States of America. By downloading or using Auto Innovators fuel surveys, you and Auto Innovators agree that all matters relating to your use of Auto Innovators fuel surveys shall be governed by the statutes and laws of the District of Columbia, without regard to the conflicts of laws principles thereof. You and Auto Innovators also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of the District of Columbia and the United States District Court for the District of Columbia with respect to such matters.

Other Uses of Auto Innovators Website

If you are unsure of a use, please email Dan Bowerson (dbowerson@autosinnovate.org – 248.327.1777) describing the proposed use; include your phone number and email contact information with any inquiry, for a written or emailed response.

Signature: _____ Date: _____

Name (PRINT): _____ Government: _____

You may send a scanned copy of the signed and dated page to dbowerson@autosinnovate.org

(END)