Acceptance of Terms

The Alliance of Automobile Manufacturers ("Alliance") 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 Alliance fuel surveys, you agree to be bound by this Agreement and the Alliance of Automobile Manufacturers 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 the Alliance by email to Dan Bowerson (dbowerson@autoalliance.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 Alliance fuel surveys, and unauthorized use of Alliance fuel surveys may violate such laws. Except as expressly provided herein, the Alliance does not grant any express or implied right to you under any copyrights, trademarks, or trade secret information with respect to the fuel surveys. The Alliance 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 the Alliance.

Use of Alliance 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 of Automobile Manufacturers 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 the Alliance. If you are in doubt about the permitted use, you must contact the Alliance for permission.

2. You must obtain prior permission from the Alliance before publicly releasing or otherwise publishing Alliance fuel surveys or any analysis, modification or data derived from it, 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 the Alliance for permission.

3. You may not remove any copyright, disclaimers or proprietary notices contained in the fuel surveys.

4. The Alliance 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 the Alliance.

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:
The Alliance of Automobile Manufacturers 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 Alliance 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.

Unless additional copies are purchased, a private purchaser may only share data with up to 9 additional individuals (for a total of 10 individuals) within his/her company, which does not include contractors, affiliates, subsidiaries, or parent companies.

10. Additional copies of the surveys sold to the same purchaser company may be obtained from the Alliance for 50% of the listed survey cost for each additional group of up to 10 individuals within that company.

11. **Contractors for a client company**, which client company has purchased the survey(s), may purchase the same survey(s) from the Alliance for use with up to 10 individuals within the contractor company, for 50% of the listed survey cost, if they produce a confirming letter or emailed document from the original purchasing company to the Alliance (dbowerson@autoalliance.org) that use of the survey is a necessary part of a project for the original purchasing company, as a condition of purchase at the discounted price. Such contractors must further agree not to share the survey or content with individuals or entities that are not the original purchasing client company.

12. Additional purchasers must also provide a signed and dated signature page of the Limited License Agreement by electronic copy, and provide payment, prior to receipt of the survey documents.

13. Associations that purchase the survey(s) may not distribute or otherwise share them with their individual members.

14. 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**

The license for using Alliance fuel surveys, as set forth in this Agreement, applies only to the individual who purchased the fuel survey through the Alliance website and up to 9 additional individuals who are the purchaser's co-workers under the same company employer. You may not share the fuel survey with any other individuals, contractors, affiliates, subsidiaries or the parent company under this Agreement. Additional copies must be purchased for additional users per the preceding section *Use of the Alliance Fuel Surveys*.

**Government agencies** (U.S. federal, state and local agencies and international agencies) are subject to a separate Limited Licensing Agreement, and the same Guidance for Use document.

This license is not intended to prevent the Alliance or its current members from sharing Alliance fuel surveys with their independent consultants or contract workers as necessary to participate in Alliance activities.
Warranties and Disclaimers

The fuel surveys made available by the Alliance are provided "AS IS," without warranties of any kind. The Alliance expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and warranties for fitness for a particular purpose. The Alliance 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. The Alliance 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 Alliance fuel surveys.

No Returns or Refunds

The Alliance 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 Alliance side of transmission, correct replacement copies will be provided by the Alliance at no additional cost.

Indemnity

You agree to indemnify and hold the Alliance 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 Alliance 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. The Alliance 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 the Alliance from its offices in the District of Columbia, United States of America. By downloading or using Alliance fuel surveys, you and the Alliance agree that all matters relating to your use of Alliance 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 the Alliance 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 Alliance Website

If you are unsure of a use, please email Dan Bowerson (dbowerson@autoalliance.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.

Purchaser Signature: ___________________________ Date: ___________________________

Purchaser Name (PRINT): ___________________________ (Entity)____________________

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