

AUTOMOBILE TYPE APPROVAL HANDBOOK FOR JAPANESE
CERTIFICATION ON CD-ROM
LICENSE AGREEMENT

1. Purpose of this Agreement

The purpose of this Agreement is to specify the terms and conditions upon which the Japan Automobile Standards Internationalization Center (hereinafter referred to as "JASIC") under Japan Automobile Transport Technology Association provides the "Automobile Type Approval Handbook for Japanese Certification (CD-ROM version)" (hereinafter referred to as the "CD-ROM") to subscribers who agree to this Agreement and purchase and use the CD-ROM (hereinafter referred to as the "Subscriber").

2. Scope of Agreement

The term of Version, the license fee, and the contractual number of terminals shall be as specified below:

- 1) Version: _____ (year)
- 2) License Fee (Total Amount): _____ yen
- 3) Contractual number of terminals: _____

3. License Fee (Total amount)

- 1) The license fee shall be as specified in 2. 2) above.
- 2) The license fee shall include the CD-ROM price, consumption tax, overseas transfer charge, etc., for the term of Version.
- 3) Consumption tax shall not be charged if the invoice addressee resides outside Japan.
- 4) If the Subscriber pays the license fee by bank transfer from abroad, an overseas transfer charge of 5% of the total of the CD-ROM price and shipping charge shall be added.
- 5) The license fee does not include bank transfer fees, which shall be born by the Subscriber.

4. Contractual Number of Terminals

- 1) The contractual number of terminals shall be the number specified in 2. 3) above.
- 2) After the update, the Subscriber may simultaneously access the Service from up

to the contractual number of terminals.

5. Restriction of Use

The Subscriber shall not resell, assign, sublet, or transfer any data provided by the CD-ROM to any third party, (mechanically or electronically) duplicate such data for such third party, or have such third party otherwise use such data.

6. Copyright

JASIC is the owner of and holds the copyright of all of the contents in the CD-ROM (text, figures, tables, etc.), which is protected under the Japanese Copyright Law and international treaties.

7. Disclaimer

JASIC shall not assume any responsibility for any problem arising from the use of information provided by the CD-ROM.

8. Interpretation of Questions, etc.

- 1) Any question arising in connection with the terms and conditions set forth in this Agreement or any matter not stipulated herein shall be settled upon negotiation in good faith by both parties.
- 2) If, despite the negotiation in the preceding clause, any dispute arises in connection with this Agreement, the District Court whose jurisdiction covers the address of the JASIC shall be the Competent Court of First Instance.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each party shall hold one copy.

<Subscriber>

Company/Organization:

Division/Title:

Signature _____

Name: _____ Seal

Date: _____

Address: _____

<JASIC>

Japan Automobile Standards Internationalization Center

Japan Automobile Transport Technology Association

Signature _____

Director _____ Seal

Date: _____

3F, Shoei-Rokubancho Bldg., 6, Rokubancho, Chiyoda-ku, Tokyo 102-0085, JAPAN

Privacy Policy

Japan Automobile Standards Internationalization Center ,
Japan Automobile Transport Technology Association

Japan Automobile Standards Internationalization Center (the "Center"), established within Japan Automobile Transport Technology Association, will comply with all applicable laws and regulations concerning treatment of personal information when the Center collects and uses personal information for its business purposes and hereby sets forth its privacy policy in order to adequately protect personal information.

1. Purposes for Collection and Use of Personal Information

The Center will collect personal information in a lawful and fair manner and use such information to the extent necessary to accomplish the following purposes.

- (1) To manage the Center's committees, sub-committees, working groups, and their forums;
- (2) To provide information on the Center's activities and other necessary information;
- (3) To respond to inquiries received by the Center;
- (4) To supply and deliver informational materials, publications, etc. requested or purchased by users of the Center's services;
- (5) To bill, collect, or make payments; and
- (6) To create statistical reports.

2. Entrustment of Personal Information

The Center may outsource business activities involving personal information (personal data). When selecting service providers to whom such information is entrusted, the Center will make sure that the service providers have taken sufficient measures to protect personal information. The Center will then enter into confidentiality agreement with the service providers and provide them with any necessary and adequate supervision.

3. Release of Personal Information to Third Parties

The Center will not release personal information to any third parties without obtaining prior consent of the person who is the subject of the personal information, unless required to do so by law.

4. Personal Information Security Safeguards

The Center will implement appropriate security safeguards against loss,

unauthorised alteration, divulgence, etc. of personal information. In addition, the Center will educate its employees (including its directors, officials, contract workers, and temporary agency workers) on the importance of the protection of personal information and make ongoing efforts to improve its system for managing personal information.

5. Procedures for Personal Information Disclosure, Etc.

If disclosure, correction, addition, deletion, or termination of use of personal information is requested by the person who is the subject of the personal information or his/her agent, the Center will adequately process such request pursuant to law and through procedures adopted by the Center. The contact information provided below in 6. shall be used for inquiring about procedures for disclosure, etc.

6. Contact Information

For inquiries, complaints, or problems regarding personal information handled by the Center, please contact the following.

Japan Automobile Standards Internationalization Center

Tel: +81-3-5216-7241 (Monday through Friday, 9:30 a.m. to 6:00 p.m.)

Fax: +81-3-5216-7244