

PSAT-NP COMMERCIAL SOFTWARE LICENSE AGREEMENT

This Agreement, is made between the University of Chicago as operator of Argonne National Laboratory under Contract No. W-31-109-ENG-38 ("Licensor") with the U.S. Department of Energy ("DOE"), and the undersigned ("Licensee").

1. Definitions. The following definitions apply herein:

(a) "Licensed Program" means computer software in object and source code generally referred to as Powertrain System Analysis Toolkit - Non-Proprietary ("PSAT-NP") Version 6.0

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(d) "License Fee" is listed in Appendix A, and is due upon license execution.

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All installation of the Licensed Program for use by Licensee will be by and at the sole expense of Licensee. Licensor has no duty at any time to provide technical support, or to debug, maintain, customize, or enhance the Licensed Program. However, Licensor may, at its sole discretion, offer future enhancements or Licensor controlled upgrade versions to Licensee without cost or at a price that will be determined on a case-by-case basis.

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This Agreement shall be subject to termination by Licensor if Licensee becomes insolvent, declares bankruptcy, or a receiver or trustee is appointed for Licensee. In addition, either party may terminate this Agreement with written notice upon the occurrence of a default or breach by the other party in any of its obligations under this Agreement, provided such default or breach continues for more than thirty (30) days after receipt by such other party of notice; provided, however, there shall be no such cure period with respect to any breach of Licensee's obligation under Section 9 hereto. Upon termination of this Agreement under this Section 6, Licensee agrees to cease using the Licensed Program and to return all Licensed Copies of the Licensed Program to Licensor, or to certify to Licensor that it has destroyed all such Licensed Copies.

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8. Indemnity

Licensee indemnifies the U.S. Government, the University of Chicago, Argonne National Laboratory, and their trustees, officers, employees and agents, for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage to third parties occurring as a result use of the Licensed Program by Licensee, including but not limited to the making, using, selling, or exporting of products, processes, or services derived therefrom. This indemnification shall include, but not be limited to, indemnification for any product liability. Licensee's indemnification obligations arising hereunder shall apply irrespective as to whether such damages, costs and expenses arise or are alleged to arise, directly or indirectly, from the participation, whether active or passive, or negligence, whether ordinary or gross, of such parties, their employees, agents, or other personnel.

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Licensee will pay or reimburse all federal, state, local or other taxes, including but not limited to, sales, use, added value, or excise taxes, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement or based on Licensee's use of the Licensed Program.

11. EXPORT

LICENSEE AGREES AND CERTIFIES THAT IT WILL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, THE LICENSED PROGRAM CONTRARY TO THE LAWS AND REGULATIONS OF THE UNITED STATES OR ANY OTHER COUNTRY.

12. Assignment

Except as expressly provided herein, Licensee may not assign, sublicense, or otherwise transfer its rights, duties or obligations under this Agreement to any other party or entity, in whole or in part, without the prior written consent of Licensor.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

14. Notices

Notices to Licensee shall be sent to the address specified beneath Licensee's signature and to Licensor to: Director, Office of Technology Transfer, Argonne National Laboratory, 9700 South Cass Avenue, Argonne IL 60439. Notice shall be deemed effective on the date of delivery if delivered by personal delivery (including overnight mail by private carrier) or on the date of mailing if delivered by certified mail.

15. Miscellaneous

(a) Nothing in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, tradename, trademark, or other designation of any party hereto or of Argonne National Laboratory, the University of Chicago, the U.S. Department of Energy, the U.S. Government, or any employees thereof, and any contraction, abbreviation, or simulation of any of the foregoing.

(b) The headings of the several sections of this Agreement are included for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(c) In the absence of applicable Federal law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

(d) The failure or forbearance by Licensor or Licensee to enforce any right or claim against the other party shall not be deemed to be a waiver by Licensor of a claim or right or claim hereunder. The waiver by Licensor or Licensee of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

(e) If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire agreement will be construed as if not containing the

particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid and unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below, being the effective date of this Agreement.

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Appendix A

Commercial Price List for the PSAT Software

This price list is subject to change without notice.

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5*	\$ 56,000	\$ 96,000

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