

By selecting the "accept licence agreement" (or any equivalent) button and/or by using, copying or distributing this Software or any portion thereof, YOU (the "User") ACCEPT ALL TERMS AND CONDITIONS OF THIS LICENCE, including in particular the limitations on use, transferability, warranty and liability. The following terms and conditions are enforceable against you and any legal entity that obtained the Software and on whose behalf it is used. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to these terms. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT WISH TO BE BOUND TO THESE TERMS DO NOT USE THIS SOFTWARE.

The European Union together with:

Agenzia Prevenzione Ambiente Emilia-Romagna

University of Brescia Dipartimento di Ingegneria Meccanica e Industriale

TerrAria srl

Centre National de la Recherche Scientifique

Université de Strasbourg

(hereinafter jointly referred to as "the Licensor") are the owners of the copyright and other intellectual and industrial property rights, trade secrets, and know-how related to the Software over which it has the power of disposal regardless geographical or other limitations.

RIAT+ (hereafter the "Software") is an integrated assessment tool designed to identify cost-effective Air Quality abatement strategies at the regional scale. RIAT+ covers the entire chain from emission abatement measures (technical and non-technical) and related costs to the Particulate matter (PM₁₀, PM_{2.5}), ozone (O₃) and nitrogen dioxide (NO₂) concentrations and impacts on health. It is intended to be applied by Regional Authorities to evaluate the efficiency of Air Quality abatement plans.

RIAT+ has been developed in the context of the partnership between the Agenzia Prevenzione Ambientale Emilia Romagna (ARPA ER) and the Associated Beneficiaries or Partners as reported in the Grant Agreement Number LIFE09 ENV/IT/000092 signed the 27th of August 2010 by the Commission and Arpa Emilia Romagna.

1. DEFINITIONS

.1. The under mentioned terms printed with an initial capital letter shall have herein the following meanings unless the context otherwise requires:

"*Computer*" shall mean an electronic device that accepts information in digital or similar form and manipulates it for specific results based on a sequence of instructions.

"*Effective Date*" shall mean the date of first Use by the User.

"*Know-how*" shall mean all the technical information, knowledge and expertise which the Licensor owns and administers on the Effective Date of this licence, that have been transmitted to the User in any format and by any means.

"*Parties*" shall jointly refer to the Licensor and the User in this licence while "*Party*" shall refer to either of the Parties as the context provides;

"*Software*" shall mean any series of instructions constituting a computer-executable program or programs as well as any modification or updated versions of the computer software. The Software means also all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other media being object of this licence.

"*Software Package*" shall mean the Software and any support materials licensed by the Licensor and any developments on it done by the Licensor, including but not limited to manuals, flow charts and specifications relating to the Software as well, as described in Annex A.

"*Trade Secrets*" shall mean all confidential and sensitive information of the Licensor transmitted to User in any format and by any means in the course of this licence.

"Use" or "Used" in connection with the Software, as defined below, shall mean storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions.

2. GRANT OF RIGHTS AND LIMITATIONS

- .1. The Licensor grants the User a personal, non-exclusive and royalty-free licence to Use the Software and Software Package. The Software may include one or more libraries, files or other items, for which the Licensor grants the User a right of use, on the basis of the licences given by its editors or suppliers.
- .2. The User may install and Use the Software within the computer environment of the User, including internal network deployments and/or several separate standalone deployments.
- .3. The User may make copies of the Software, solely in machine readable form for back-up and archival purpose, provided that User reproduces on this copy all the proprietary notices which appear on or in the Software and that the backup copy is not installed or used on any Computer outside the computer environment of the User. This copy must be kept in User's control and possession. The User shall use its best efforts to ensure that the Software does not fall into the hands of third parties whether as a result of theft or otherwise.
- .4. The User may not rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Software and Software Package or any portions thereof in any form to any third party.
- .5. The User may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy the Software or any part of the Software, except otherwise allowed by law.
- .6. The User may not remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software and Software Package.
- .7. The Licensor shall have no obligation for installation and maintenance of the Software.

3. OWNERSHIP AND LICENCE

- .1. The Software and Software Package is not sold to the User who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in the Software and Software Package, which shall remain the sole property of the Licensor.
- .2. Any copy or partial copy of the Software and Software Package shall be owned by the Licensor subject to the license rights granted to the User and shall be considered as being regulated by this licence.
- .3. The User's rights to Use the Software and Software Package are specified in this licence, and the Licensor retains all rights not expressly granted to the User in this licence. No right or licence under any patent application, issued patent, know-how or other proprietary information is granted or shall be granted by implication unless provided herein.

4. DURATION AND TERMINATION

- .1. This licence is granted for a period of ten (10) years and shall be effective as of the Effective Date. However, Licensor and the User may agree to terminate this licence at anytime without cause.
- .2. This licence shall automatically terminate with an immediate effect if the User is in breach of this licence. This termination shall not prevent the Licensor from claiming any further damages. Upon termination for any reason, the User shall destroy the Software and Software Package and any copy made partial or whole in its possession. Upon termination for any reason and subject to a written request from the Licensor, the User shall certify by means of a written document duly signed by a legal representative that the provisions of the present Article have been respected, and this within a time limit of fifteen (15) calendar days as from the date of the request.
- .3. The termination shall not relieve the User from its liability to respect all the obligations claimable before the termination date. In particular, the provisions of the obligations relating to the performance, confidentiality of information, Know-how and Trade Secrets regarding the Software and Software Package, the disclaimer of guarantees and warranties and the indemnification and limitations of liabilities shall survive the termination of this licence, howsoever caused, but this shall not imply or create any continued right to Use the Software and Software Package after termination of this licence.

5. INTELLECTUAL PROPERTY RIGHTS

- .1. The name, the copyright and the intellectual and industrial property rights related to the Software and Software Package are the exclusive property of the Licensor. The User shall not at any time and under any

circumstances use the name and the copyright without prior written permission of the Licensor. The User undertakes not to file trademark applications in view of protecting the denomination of the Software on their own name.

.2. Third-party proprietary software necessary for the functioning of the Software is distributed in bundle with the Software Package. Such distribution is strictly subject to the terms and conditions set forth in the respective proprietary licences to which the User accepts to be bound.

.3. Should any third party infringe the copyright of the Licensor or any intellectual or industrial property rights related to the Software and Software Package, the User shall forthwith notify to the Licensor any such infringements and the Licensor may prosecute by law the infringer(s).

.4. Two sets of testing data (Alsace and Emilia Romagna) are provided together with RIAT+ to help the User to test the Software. The testing data shall remain the property of OPERA project partners. Any publication or study that make use these datasets should include the following sentence: "The data have been produced in the framework of the OPERA project (Life+09/ENVIT/000092, 2010-2013)".

6. GUARANTEES, WARRANTY AND LIMITATIONS OF LIABILITIES

.1. The Software and the test data are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties' property rights, of merchantability and fitness for a particular purpose.

.2. Unless otherwise expressly agreed upon between the Parties, the Licensor provides no technical support, warranties or remedies for the Software.

.3. The entire risk as to the Use, quality, and performance of the Software is with the User. Should the Software prove defective, the User, and not the Licensor, assumes the entire cost of any necessary repair. The Licensor will not be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost profits, or any other financial loss arising from the Use of, or inability to Use, even if the Licensor has been notified of the possibility of such loss, damages, claims or costs or for any claim by any third party.

7. APPLICABLE LAW AND LEGAL VENUE

.1. This licence shall be governed by the law of the European Union and, where necessary, by the substantive law of Belgium.

.2. In case of any dispute or difference between the Parties arising out of or in connection with this licence, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg.

.3. By partial derogation to Article 7.2 above, any dispute, controversy or claim relating to the intellectual property rights arising under, out or in relation to this licence and any subsequent amendment thereof may be submitted to mediation in accordance to in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels. The language to be used in the mediation shall be English.

8. ADMINISTRATIVE PROVISIONS

.1. Any communication and correspondence from the User with reference to this licence shall be made in writing and addressed to the following address:

For administrative questions:

European Commission

Joint Research Centre

Institute for Environment and Sustainability

Via E. Fermi 2749

I-21027 Ispra (VA)

Italy

Version: 1.0

Language: English

Functionalities: RIAT+ (Regional Integrated Assessment Tool Plus) is an integrated assessment software tool designed to identify cost-effective Air Quality abatement strategies at the regional scale. RIAT+ covers the entire chain from emission abatement measures (technical and non-technical) and related costs to the Particulate matter (PM10, PM2.5), ozone (O₃) and nitrogen dioxide (NO₂) concentrations and impacts on health. It is intended to be applied by Regional Authorities to evaluate the efficiency of Air Quality abatement plans.

Documentation: User Guide, Help

Programming language: JAVA, Fortran, Matlab

Third-party open source components:

- JNA
- Worldwind
- Derby(DB)
- Apache POI
- Hibernate
- SLF4J
- Log4j
- Commons-collections
- Commons-configuration
- Commons-lang
- Commons-logging
- GeoTools
- JAI

Environments and compilers:

- MyEclipse (as IDE)
- Java
- MATLAB Compiler Runtime (MCR)

Test cases data:

- Alsace Region (France)
- Emilia-Romagna (Italy)