

STN EXPRESS® LICENSE AGREEMENT

The STN Express® software and its documentation (Software) are licensed to you, Licensee, by the American Chemical Society (ACS), the software supplier for STN InternationalSM, operating through its Chemical Abstracts Service (CAS) division.

Licensee may use the Software only after an STN International Agreement and Order Form has been executed. The STN International Agreement and Order Form and CAS Information Use Policies are hereby incorporated into this License Agreement by reference. CAS reserves the right to update the CAS Information Use Policies at its sole discretion.

The Software is available for Windows®. Licensee may receive the Software via CD-ROM or may download the Software from an authorized STN® site.

Licensee must comply with the following terms and conditions when using the Software:

- 1. License.** CAS grants to Licensee a non-exclusive, non-transferable, limited, perpetual License to use the Software on a private, internal, non-commercial basis within Licensee's organization. Unlimited installations of the Software are permitted at multiple physical locations within Licensee's organization, including on a home or portable computer.
- 2. Ownership.** The Software is proprietary to the ACS and is protected by copyright laws and international copyright treaties. All property rights to the Software and updates thereto, including source and object code, user manuals and scientific information accessed using the Software are in and will remain with the ACS as owner. The terms of this License Agreement in no way limit ACS' ownership of the Software.
- 3. Modification of Software.** Licensee is prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the Software.
- 4. Limited Warranty.** EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE DATA ACCESSED USING THE SOFTWARE. IT IS YOUR ENTIRE RISK AS TO THE SELECTION, QUALITY AND PERFORMANCE OF THE SOFTWARE. THE STN INTERNATIONAL SERVICE CENTERS, ACS, CAS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, COSTS, LIABILITIES, AND EXPENSES THAT RELATE TO THE SOFTWARE OR THAT RELATE TO YOUR USE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOST TIME, LOST PROFITS, COMPUTER PROBLEMS, OR OTHER SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR NOT.
- 5. Assignment or Sale.** Licensee will not assign, subcontract, sell, or otherwise transfer the Software or its rights or obligations under this Agreement without the prior written consent of CAS.
- 6. New Versions.** The Software may be updated periodically to ensure its compatibility with STN International. This License provides the same rights to use the updated Software as provided for herein. To ensure continued support, Licensee must install the updates promptly after receipt.
- 7. Effectiveness.** This License Agreement becomes effective upon the opening of the CD-ROM package or downloading of the Software.
- 8. Taxes and Charges.** Licensee is responsible for tariffs, custom charges and duty taxes, value-added taxes, goods and services taxes, and sales taxes.
- 9. Audit.** Licensee agrees to permit CAS to examine, during regular business hours, Licensee's use of the Software to ascertain compliance with this License Agreement.
- 10. Governing Law.** The validity, construction, and performance of this License Agreement will be governed by and construed in accordance with the laws of the District of Columbia of the United States of America.
- 11. Termination.** If Licensee breaches any provision of this License Agreement and fails to cure such breach within seven (7) days of receipt of written notice of breach from CAS, CAS may terminate this License Agreement. Upon termination, Licensee must delete or destroy all copies of the Software loaded on Licensee's computers. Upon request, Licensee will certify in writing that it has complied with this provision.
- 12. Enforceability.** If any portion of this License Agreement is found to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of the License Agreement will not be affected or impaired thereby.
- 13. Entire Agreement.** This License Agreement and the incorporated STN International Agreement and Order Form and the CAS Information Use Policies are the entire understanding between the parties concerning the subject matter herein and supersedes all prior representations, oral or written, and may not be modified unless in writing and signed by the authorized representatives of both parties. Any additional or different terms or conditions submitted on a purchase order are hereby rejected and will not be binding.