

# STN<sup>®</sup> Agreement and Order Form

## New STN Account

I want to open an STN account.  
I need \_\_\_\_\_ additional STN Login IDs at no charge.  
Please submit the Request for Multiple Login IDs form.

Total Amount \$ 80.00  
 Payment Enclosed  
 Bill Account  
 Purchase Order Number (optional) \_\_\_\_\_

To open an Academic Program account, contact your STN Service Center.  
To obtain software, submit the STN Express<sup>®</sup> Order Form, STN<sup>®</sup> AnaVist<sup>™</sup> Order Form, or both.  
To request documentation, submit the STN User Documentation Order Form.

## Mailing Address (For receipt of STN login ID(s), password(s), offline prints, documentation, etc.)

(Login ID user) First Name	Last Name	Form of Address (Dr., etc.)
Job Title		
Organization Name	Division, Library, or College Name	Department, Room, Suite, or Mail Stop
Street Address*		County
City	State, Province, Region	Country
Postal Code	E-mail Address	
Telephone Number	Fax Number	

\*Street Address is needed because initial documentation is sent via courier.

## Billing Address (Complete if different from Mailing Address)

First Name	Last Name	Form of Address (Dr., etc.)
Job Title		
Organization Name	Division, Library, or College Name	Department, Room, Suite, or Mail Stop
Street Address		County
P.O. Box	Postal Code	
City	State, Province, Region	Country
Postal Code	E-mail Address	
Telephone Number	Fax Number	

## Subscriber Discount

If your organization subscribes to full-service Chemical Abstracts<sup>™</sup> (CA) or SciFinder Scholar<sup>™</sup>, supply your account number to save money on the use of certain CAS databases on STN.

CA Account Number: \_\_\_\_\_ SciFinder Scholar Account Number: \_\_\_\_\_

**Tax Exemption Number:** \_\_\_\_\_

## Remit To

Mail: CAS	Overnight mail: STN	Phone: 800-753-4227 (North America)
L-3000	c/o Chemical Abstracts Service	614-447-3700 (worldwide)
Columbus, Ohio 43260	2540 Olentangy River Road	Fax: 614-447-5462
	Columbus, OH 43202 U.S.A.	

## Agreement

This Agreement is between the STN Service Center and the Customer identified below. The Agreement to provide the STN International<sup>SM</sup> services identified in part (1) on the reverse of this form to Customer is conditional on Customer's acceptance of the Terms and Conditions contained in parts (1)-(12) on the reverse of this form. Customer hereby states that he or she has read and accepts these conditions and hereby requests that STN International provide the services as specified herein. Customer's signature binds the organization listed below. Such services will be provided upon receipt and acceptance of this order by the STN Service Center.

CUSTOMER Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please keep a copy for your records*

# STN International<sup>SM</sup>

## TERMS AND CONDITIONS

### 1. STN SERVICE CENTER Services.

STN SERVICE CENTER will use its best efforts to offer to CUSTOMER online access to STN Databases and STN services, offline printing of search results as ordered by CUSTOMER, delivery of such results to CUSTOMER, appropriate user documentation and aids, and training in the use of STN International. In the event that online service will be interrupted due to a system fault (not including interruptions in communications or other causes not attributable to the STN SERVICE CENTER), the STN SERVICE CENTER will use its best efforts to restore service as quickly as possible. STN SERVICE CENTER may offer additional services to CUSTOMER, at STN SERVICE CENTER'S option.

### 2. CUSTOMER Account and Other Identification.

STN SERVICE CENTER will issue to CUSTOMER password(s), log-on identifiers and such other identifying information as is necessary to enable CUSTOMER to use STN International services and to enable STN SERVICE CENTER to invoice CUSTOMER for such use. CUSTOMER agrees that confidentiality and use of CUSTOMER Account Number(s), password(s), or other identification is CUSTOMER'S responsibility and risk. STN SERVICE CENTER will not disclose CUSTOMER Account Number(s) or other CUSTOMER identification to third parties except (i) to other STN SERVICE CENTERS that require such information for operations and (ii) to third parties responsible for supplying the databases on STN and for authorizing CUSTOMER use of the databases. These parties may also disclose such CUSTOMER information to the owners of such databases.

### 3. Invoicing and Payment.

Each month, STN SERVICE CENTER will invoice CUSTOMER for all STN Services rendered by STN SERVICE CENTERS to CUSTOMER. Amounts shown on each invoice will be in accordance with the then-current STN Price List. Invoices are due and payable in the currency stated on the invoice within thirty (30) days of the date of the invoice. All invoices not paid in thirty (30) days will be subject to a finance charge of 1.5% per month, or the maximum allowed by law, if such rate is less than 1.5%. The charge of 1.5% is added for each thirty (30) days or fraction thereof that an invoice is overdue. STN SERVICE CENTER may terminate service to CUSTOMER if amounts due are not fully paid within sixty (60) days of the date of the invoice. STN SERVICE CENTER may destroy CUSTOMER files in storage if amounts due for long-term storage fees are not fully paid within sixty (60) days of the date of the invoice.

### 4. Confidentiality of CUSTOMER'S Searches.

STN SERVICE CENTER WILL USE ITS BEST EFFORTS TO KEEP CONFIDENTIAL THE DETAILS OF CUSTOMER'S SEARCHES OF STN DATABASES. STN SERVICE CENTER MAY DISCLOSE SUCH DETAILS TO OTHER STN SERVICE CENTERS OR TO STN DATABASE SUPPLIERS WHEN IT IS NECESSARY TO DO SO IN ORDER TO RESOLVE CUSTOMER PROBLEMS OR TO PROVIDE STN SERVICE.

### 5. CAS Information Use Policies for STN Databases.

STN Database availability and applicable CAS Information Use Policies for STN Databases will be provided periodically to CUSTOMER by the STN Service Center. CUSTOMER AGREES THAT ANY ACCESS TO, OR USE OF, ANY STN DATABASE WILL CONSTITUTE CUSTOMER'S COMMITMENT TO ABIDE BY THE THEN-CURRENT CAS INFORMATION USE POLICIES FOR STN DATABASES. STN SERVICE CENTERS and/or STN Database Suppliers reserve the right to change or withdraw databases, or to withdraw CUSTOMER'S right to access specific databases without advance notice. As additional databases are added to STN, STN SERVICE CENTER will notify CUSTOMER of their availability, applicable prices, and any applicable use and distribution restrictions. CUSTOMER'S USE OF SAID ADDITIONAL DATABASE(S) WILL BE DEEMED ACCEPTANCE OF APPLICABLE PRICES AND THE THEN-CURRENT CAS INFORMATION USE POLICIES FOR STN DATABASES.

### 6. Risks and Costs Associated with Use.

CUSTOMER will bear all risks and costs associated with use of any STN International service, including any applicable taxes.

### 7. Limitation of Liability.

While STN International, STN SERVICE CENTER, STN Database Suppliers, Network Operators, and STN Marketing Agents will use their best efforts to deliver complete and accurate search results, and any and all STN Services rendered hereunder, STN International, STN SERVICE CENTER, STN Database Suppliers, Network Operators, and STN Marketing Agents DO NOT

MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, DO NOT WARRANT ACCURACY OR COMPLETENESS, ARE NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN: ANY DATABASE TO WHICH THE CUSTOMER SHALL HAVE ACCESS PURSUANT TO THIS AGREEMENT, SEARCH RESULTS DELIVERED HEREUNDER, OR ANY OTHER SERVICE RENDERED HEREUNDER, DO NOT REPRESENT THAT THE USE OF INFORMATION PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL NOT INFRINGE THE PATENT, COPYRIGHT OR TRADEMARK OF A THIRD PARTY, AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR ANY FAILURE TO RENDER SERVICES PURSUANT HERETO, OR IN ANY WAY ARISING FROM THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGES SHALL BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE STN SERVICE CENTER; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE STN SERVICE CENTER TO A CUSTOMER IN ANY EVENT SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000) PER ORGANIZATION.

### 8. Term of Agreement.

This agreement commences upon execution of the STN International Customer Agreement and Order Form by CUSTOMER and acceptance by the STN Service Center, at which time STN Service Center shall assign CUSTOMER identification numbers, and may be terminated by either party upon thirty (30) days written notice to the other party.

### 9. Legal Jurisdiction.

This Agreement and Order Form shall be governed by the laws of the District of Columbia of the United States of America.

### 10. Software Re-export.

CUSTOMER may not sell or otherwise distribute software products delivered pursuant to this Agreement across international boundaries without the prior permission of the Columbus STN SERVICE CENTER. CUSTOMER is responsible for all custom expenses and duties that may be applicable to software purchases. STN Service Center may require prepayment for software purchases.

### 11. Changes.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, STN RESERVES THE RIGHT TO CHANGE STN SERVICE PRICES, INCLUDING TRAINING FEES AND DOCUMENTATION PRICES, AND ANY OTHER TERMS AND CONDITIONS HEREUNDER AT ANY TIME, AND ALL SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE OR PUBLICATION OF THE CHANGE BY STN OR UPON SUCH OTHER DATE AS SPECIFIED BY STN. STN SHALL USE ITS BEST EFFORTS TO PROVIDE ADVANCE NOTICE TO CUSTOMER OF SUCH CHANGES. NOTICE OF SUCH CHANGES MAY BE SENT TO CUSTOMER AT THE "CUSTOMER BILLING ADDRESS," OR MAY BE SHOWN IN STN NEWSLETTER(S) OR OVER THE STN ONLINE SERVICE. ACCEPTANCE BY CUSTOMER OF CONTINUED SERVICE FOLLOWING SUCH CHANGES SHALL BE DEEMED ACCEPTANCE OF SUCH CHANGES.

### 12. Entire Understanding.

This Agreement, consisting of the cover page, the General Terms and Conditions contained herein, and the General Data Use Restrictions for STN Databases to be provided from time to time to the CUSTOMER, constitutes the entire understanding between CUSTOMER and STN SERVICE CENTER and supersedes all prior agreements, oral or written. No deletion(s) from or addition(s) to the Terms and Conditions shall have any effect unless the changes have been initialed and dated by authorized individuals of the parties hereto. The terms of any CUSTOMER Purchase Order shall in no way modify or extend this Agreement. ANY DISCREPANCY BETWEEN A CUSTOMER PURCHASE ORDER AND THIS AGREEMENT SHALL BE RESOLVED IN FAVOR OF THE LATTER.

Notwithstanding any other provision of this Agreement, STN Service Center reserves the right to suspend or refuse the provision of STN Service at its sole discretion, for any reason, without prior notice.