

# STN TERMS AND CONDITIONS

This Agreement is entered into by and between CUSTOMER and The American Chemical Society through its Chemical Abstracts Service division ("CAS") as operator of the STN<sup>®</sup> International STN Service Center ("STN SERVICE CENTER").

## 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, appropriate user documentation and aids, and training in the use of STN International. In the event that online service is interrupted (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.

## 2. CUSTOMER Account.

STN SERVICE CENTER will issue to CUSTOMER Login IDs and passwords to enable CUSTOMER to use STN International services and to enable STN SERVICE CENTER to invoice CUSTOMER for such use. Current employees of CUSTOMER and Contractors and consultants that work exclusively for CUSTOMER (collectively, "USERS") are eligible to be issued Login IDs. Individual USERS are assigned unique Login IDs and passwords which may not be shared with any other person. CUSTOMER agrees that confidentiality and use of CUSTOMER Login IDs, passwords, or other identification is CUSTOMER'S responsibility and risk. STN SERVICE CENTER will not disclose CUSTOMER information to third parties except to other STN SERVICE CENTERS that require such information for operations and to third parties responsible for supplying the databases on STN and for authorizing CUSTOMER use of the databases.

## 3. Invoicing and Payment.

Unless otherwise provided in your STN Fixed Fee Agreement (if applicable), STN SERVICE CENTER will invoice CUSTOMER each month 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 (available from STN SERVICE CENTER). 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.

## 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.

STN Database availability and applicable CAS Information Use Policies 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. 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.

## 6. Reasonable Use.

STN SERVICE CENTER will monitor the volume of searching and downloading activity associated with each Login ID for the purposes of benchmarking use, noting any significant variance in patterns of usage for particular Login ID(s), and ensuring compliance with CAS Information Use Policies and with the terms of this Agreement. STN SERVICE CENTER may ask CUSTOMER to discuss with STN SERVICE CENTER any usage pattern(s) STN SERVICE CENTER questions and, if necessary, to work with STN SERVICE CENTER to reach a solution if a problem is uncovered. However if STN SERVICE CENTER determines that use is unreasonable or violates the CAS Information Use Policies, STN SERVICE CENTER may deactivate an individual feature or the Login ID(s) at issue. STN SERVICE

CENTER prefers to resolve this type of issue without de-activating Login IDs if possible, and will use reasonable efforts to do so.

## 7. 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.

## 8. 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.

## 9. 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 Login IDs. This agreement shall continue until terminated by either party upon thirty (30) days written notice to the other party.

## 10. Legal Jurisdiction.

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

## 11. Changes.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, STN SERVICE CENTER RESERVES THE RIGHT TO CHANGE STN SERVICE CENTER SERVICE PRICES, INCLUDING TRAINING FEES, 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 SERVICE CENTER OR UPON SUCH OTHER DATE AS SPECIFIED BY STN SERVICE CENTER. STN SERVICE CENTER 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, the CAS Information Use Policies, and any STN Fixed Fee Agreement, 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 THIS AGREEMENT.

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.