

STN[®] Global Value Pricing License Agreement

This STN[®] Global Value Pricing License Agreement (the "Agreement") is entered into by and between CUSTOMER and The American Chemical Society through its CAS division as operator of the STN[®] International STN Service Center ("STN").

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT.

This Agreement covers financial and related arrangements for CUSTOMER's use of all STN files, features and services available during the term of this Agreement, with exceptions as listed herein.

2. TERM, RENEWAL, AND TERMINATION.

The initial Term of this License shall be as set forth in the Order. The License shall automatically renew for a term equal to the immediately preceding Term. CUSTOMER must notify CAS at least thirty (30) days in advance of renewal if CUSTOMER does not desire to continue using the Product following the end of a Term.

Neither party may terminate this Agreement for the sake of convenience. In the event of a breach of this Agreement by CUSTOMER, CAS may provide notice of such breach. Upon receipt of such notice, CUSTOMER will cure such breach within 30 days. If CUSTOMER fails to cure the breach within the 30-day period, CAS may terminate this Agreement immediately, and CUSTOMER is responsible for all payments as set forth in this Agreement. CAS may temporarily suspend access to one or more login IDs during the breach period.

3. LICENSE FEES.

License Fees and invoicing for CUSTOMER's initial Term are set forth in CUSTOMER's Order. CAS will provide CUSTOMER with renewal License Fees in writing at least sixty (60) days prior to the end your initial term and each subsequent Term. License Fees are based upon current Product feature functionality. Should CAS add additional files, develop feature functionality or Product modules during a Term, CAS, in its sole discretion, will decide whether or not to provide CUSTOMER with such additional functionality and may require the payment of additional fees.

CUSTOMER may not change the type of currency during the term of this Agreement. CUSTOMER will pay all invoices according to the STN invoice terms and must be paid via the following methods: check (drawn on a USA bank or branch of a USA bank), wire transfer, Automated Clearinghouse (ACH) transfer, or Electronic Data Transfer (EDT) in formats CTX or CTPNACHA. CUSTOMER shall be responsible for any applicable taxes under this Agreement.

4. FINANCIAL TERMS AND ELIGIBLE SITES.

CUSTOMER is entitled to receive unlimited use of all Files and Features, except those specifically excluded in Paragraph 7, for use at CUSTOMER sites identified in the Order.

Global Value Pricing is dependent on CUSTOMER maintaining current or previous subscription levels to certain databases if applicable, as well as information provided by CUSTOMER during Global Value Pricing discussions. If subscriptions are cancelled during the life of this contract or key usage parameters discussed with CUSTOMER change, CAS and CUSTOMER agree to timely renegotiate this contract in good faith.

All searching under this Agreement shall be for the exclusive benefit of CUSTOMER Eligible Sites identified in the Order. CUSTOMER shall not perform any searching under this Agreement for the benefit of any other CUSTOMER Eligible Site.

For purposes of this Agreement, a CUSTOMER Eligible Site must be in the control of CUSTOMER and greater than 50% owned by CUSTOMER. Further, CUSTOMER agrees and warrants that all applicable CUSTOMER Eligible Sites are greater than 50% owned by CUSTOMER. Should a change in ownership occur at an Eligible Site in which CUSTOMER no longer controls or owns greater than 50% of the Eligible Site, CUSTOMER will notify CAS in writing within 30 days of the change in ownership. Regardless of notification to CAS by CUSTOMER, the Eligible Site will automatically become ineligible for the pricing benefits provided under this Agreement, and will be subject to a separate price assessment that covers the period beginning with the time of change in ownership.

5. PRICE ASSESSMENT, CONDITIONS AND CURRENCY.

The price for use of STN under this Agreement is based on historical usage and an assessment of future usage as known and agreed between the Parties at the time of the assessment. If assessed parameters change during the term of this Agreement leading to a significant increase of usage, CUSTOMER is obliged to inform CAS immediately. Such parameters include, but are not limited to, the intention to transfer usage from other commercial vendors or products, the addition of sites, mergers and acquisitions. A possible re-assessment of the price will be carried out in good faith.

6. INCLUDED FILES AND FEATURES.

This Agreement covers the use of all STN Files and Features subject to availability, except for those excluded in Paragraph 7. Any new File and/or Features added to STN during the term of this Agreement will be covered by this Agreement, with exceptions at the discretion of CAS.

7. EXCLUDED FILES AND FEATURES.

Unless otherwise set forth in the Order, the following Files and Features are not covered by the Agreement and will be billed separately to CUSTOMER:

PatentPak®
Science IP® Labor Charges
FIZ AutoDoc
Single Article Sales
STN AnaVist™ CPlus Download Document Feature
Clarivate Analytics Derwent Markush Resource
CAS FORMULATIONS™

8. KEY CONTACT.

CUSTOMER agrees to provide CAS with the name, address, telephone and telefax numbers, and email address for a key contact, and to notify CAS of any changes in this information during the term of this Agreement. A key contact is defined as a named User at an Eligible Site designated by Licensee as the administrative point of contact.

9. USE OF DATA.

Inclusion of All Files in an STN Global Value Pricing Agreement is designed for existing STN Users and/or new users, and encourages Users to make full use of STN. The Agreement includes reasonable training and addition of new searchers as well.

All use of data including archiving and redistributing search results from Files on STN under this Agreement is either governed by the CAS Information Use Policies, the STN Information Keep & Share Program, Clarivate Analytics (UK) Limited Databases Terms of Agreement, or other database specific terms and conditions depending on the databases used (www.stn.org). All aforementioned usage restrictions and guidelines are part of this Agreement and CUSTOMER accepts these usage terms. Usage restrictions and guidelines concerning use of databases are subject to change by the database content provider and are published online.

10. EXCLUSIVE USE BY CONTRACTORS AND SEARCH SERVICES.

CUSTOMER may provide access to STN under this Agreement to a Contractor/Search Service for searching purposes contingent upon the following:

- a. All searching on STN shall be for the exclusive benefit of CUSTOMER;
- b. CUSTOMER agrees to assume all legal and financial responsibility for the Contractor/Search Service's use and searching of the Files;
- c. CUSTOMER will request a unique login ID from CAS for a Contractor/Search Service and provide CAS with the name of such Contractor/Search Service;
- d. CAS reserves the right to review and reject any Contractor/Search Service;

- e. Each Contractor/Search Service will be provided with a unique STN login ID by CUSTOMER to be used by the Contractor/Search Service (CUSTOMER will notify CAS when a specific STN login ID is no longer needed for the Contractor/Search Service);
- f. CUSTOMER will monitor usage by each Contractor/Search Service to ensure Contractor/Search Service is in compliance with the terms of this Agreement; and
- g. Any use by the Contractor/Search Service that is found to be in violation of the Agreement terms will be deemed to be outside of this Agreement, and will be separately invoiced to CUSTOMER.

11. COOPERATION OF PARTIES.

CAS will monitor the searching and downloading activity performed under this Agreement. In the event of any extraordinary usage, CUSTOMER agrees to provide assistance in identifying the individual(s) causing such extraordinary usage, and if necessary, cooperate with CAS to reach a mutually agreeable solution.

12. CONFIDENTIALITY.

Each party will keep the terms of this Agreement and the Order confidential, with the exception that it may confer with legal counsel or other legal advisor on its terms and except as required by law in the reasonable opinion of each party's respective legal counsel. CUSTOMER accepts liability for the compliance of its included subsidiaries with this provision.

13. NON-ASSIGNMENT.

This Agreement may not be assigned, sub-licensed or otherwise transferred to any third party.

14. GOVERNING LAW.

The courts of the District of Columbia of the United States of America will have jurisdiction with respect to any disagreements or conflicts resulting from this Agreement. Additionally, the validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement will be governed by and construed in accordance with the laws of the District of Columbia.

15. NOTICES.

Any notice(s) given under the Agreement may be sent by electronic mail, facsimile, or by certified mail to the party's last known address.

16. ENTIRE AGREEMENT.

This Agreement, the Order, and the applicable individual agreements that CUSTOMER has entered into with CAS or FIZ Karlsruhe – Leibniz-Institut für Informationsinfrastruktur GmbH (“FIZ Karlsruhe”) related to STN, are the entire understanding between the parties concerning the subject matter hereof, and supersede all prior representations and agreements, oral or written, related to purpose of this Agreement (§1), and may not be modified unless in writing signed by authorized individuals of both parties. A fully executed copy of CUSTOMER’s Order shall have the same legal effect as an original.

Any conflict between the Order and this Agreement shall be resolved in favor of the Order. Any conflict between the terms of this Agreement and the terms of any such applicable individual agreements presently in place upon the signing of this Agreement for the included Files will be resolved in favor of this Agreement. All other terms and conditions of the applicable agreements presently in place for included Files will remain in place, even upon the expiration or termination of this Agreement, unless otherwise terminated pursuant to the terms of any of the individual agreements. If CUSTOMER uses a purchase order in conjunction with ordering or paying for its STN Global Value Pricing access, the parties agree that the terms of the purchase order will in no way modify, add to, or delete this Agreement. ANY DISCREPANCY BETWEEN CUSTOMER’S PURCHASE ORDER(S) AND THIS AGREEMENT WILL BE RESOLVED IN FAVOR OF THIS AGREEMENT.

17. IMPOSSIBILITY OF PERFORMANCE.

To the extent that either party may be precluded by a force majeure event, authority of laws, strikes, lockouts, casualties or other causes beyond its control from performance hereunder, such non-performance will be excused to the extent that it results from such causes and will not give rise to any claims for damages by the other party.

18. AUTHORITY.

The representative of CUSTOMER signing the Order represents that he or she has the full and complete authority to bind CUSTOMER and all its included subsidiaries to the terms of the Order and this Agreement.

19. THIRD PARTY BENEFICIARY.

CUSTOMER acknowledges that STN is a service operated by The American Chemical Society through its CAS division and FIZ Karlsruhe. CUSTOMER further acknowledges that FIZ Karlsruhe is entitled to all rights of a third party beneficiary under this Agreement, including, but not limited to, enforcing the terms and conditions provided, and benefiting from the remedies provided herein.