

# Specialty Technical Publishers

# End User License Agreement

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## **2. DEFINITIONS**

### **2.1. Users**

“User” means an individual, who ultimately makes use of the data, functionality or services of STP Products through an Application. If your license is granted on a per-User basis, then the maximum number of authorized Users under that license will be expressly indicated on the applicable purchase contract provided to you by STP or its Authorized Distributor and, if not so indicated, will be one (1).

“User” shall also include all full and part-time students in academic institutions, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Licensee, regardless of physical location of such persons; retired faculty and staff with emeritus or equivalent status; all registered patrons of the Licensee, or other persons affiliated with the Licensee or not affiliated with, but otherwise physically present at the sites of and permitted to use the facilities of, the Licensee.

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An “Authorized Distributor” and/or “Affiliate” is a company or entity that has entered into a formal agreement with STP to distribute, sell, or display STP content and/or publications to its customers, affiliates, or third parties under certain terms and conditions.

### **2.3. Purchase Contract**

A “Purchase Contract” is the signed contractual agreement between you and STP. The contractual agreement describes the financial, seat licensing, and other specific terms agreed to between all parties included in the contract. The Purchase Contract terms are in addition to the terms and conditions in this license agreement, and in the case of any conflict, the Purchase Contract shall be the governing document.

### **2.4. Customizable Content**

“Customizable Content” means content within STP Products that is specifically designed to be customized by the User to facilitate audits and other recordkeeping or compliance tracking within the User’s organization. (See 6.1)

### **2.5. Trial User Agreement**

The “Trial User Agreement” is the set of terms and conditions that apply to individuals or companies that have been given STP content for the purpose of evaluation.

## **2.6. Multiplexing**

Multiplexing is the use of hardware or software to allow multiple Users to access STP Publications concurrently while sharing a session or otherwise consuming only a single license seat.

## **2.7. Third Party Software**

“Third Party Software” is a computer program or software or functionality that is provided to you by STP that is not an STP product. This software is provided “as is” and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall STP, its contributors, or Authorized Distributors, be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of Third Party Software, even if advised of the possibility of such damage. Also, by using this software, you agree to the software owner’s terms and conditions of use, and license stipulations.

## **2.8. Secure Networks.**

A computer network that is only accessible to Users via Secure Authentication.

## **2.9. Electronic Learning Environments.**

Virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, learning management systems, and courseware technologies) hosted on a Secure Network.

## **2.10. Secure Authentication.**

The process whereby Users are authenticated by providing a set of institutional credentials to allow access to STP Products when not physically present at the Licensee’s sites or to STP Products made available on Secure Networks, including but not limited to Electronic Learning Environments.

## **3. STP PRODUCT LICENSE TYPES**

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If you purchase reconfigured XML Publication content from STP, your obligations under this license will be subject to the terms and conditions set forth in the Purchase Contract.

### 3.5. Partnership Deliveries

Authorized Distributors of STP products may receive content via the delivery methods described in 3.1 to 3.4 above, or, at STP's discretion another method that suits both parties. The content delivery method(s) are described in the Authorized Distributor Purchase Contract.

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For each STP Product license that you purchase under this Agreement that contains customizable content, STP grants you a personal, non-exclusive, non-transferable, limited license during the term of this Agreement to modify this customizable content to facilitate audits, reviews and other statistical data collection.

You may not distribute, sub-license or otherwise disseminate this customizable content to those who do not hold a valid STP Product license for the product being customized. See Section 6.1 for a further description of this redistribution limitation.

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A Trial User Agreement is a short-term licensing agreement where a potential Authorized Distributor or company wishes to evaluate STP content over a period longer than thirty (30) days, but is not yet ready to commit to a full annual delivery of this content. In this case, a fee smaller than the full annual content delivery cost is charged to the evaluator, and this sum

is subtracted from the cost of the full content delivery, should the evaluator purchase the full content delivery. After a purchase is made, the Trial User Agreement ends, and is replaced by an appropriate STP Purchase Contract.

During the period when a Trial User Agreement is in effect, STP grants you a personal, nontransferable, non-exclusive, limited license to review STP Products, for your own internal use solely for purposes of evaluating STP Products for the timeframe agreed to in the Trial User Agreement. When STP Products are used under a Trial User Agreement, content and/or software updates will be provided by STP at its discretion.

### **7.3. Backup Copies**

You may not make backup copies of STP Products during the term of this Agreement. Should additional copies be required, please contact STP at [custinfo@stpub.com](mailto:custinfo@stpub.com)

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You may not separate STP Products up into components and install or use the components on separate computers under a given license. Each User license under this Agreement is limited to use with the complete publication or modular component of a publication listed on the product invoice, or by a specific amendment clause to the corresponding Purchase Contract.

## 8.4. No Multiplexing

Multiplexing is not permitted under this Agreement. You may not combine transactions from multiple users onto a single session. **You may only have as many sessions open at one time as the number of Users authorized by STP for the license under which that STP Publication is used.** If you are concerned about how to apply these multiplexing license restrictions for a particular Application, please contact STP at [custinfo@stpub.com](mailto:custinfo@stpub.com).

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Other than reasonable technical support that is provided at STP’s discretion, STP will provide training and online demonstrations of the content in select cases.



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License fees are subject to change. Please consult STP or its Authorized Distributors as to current fees before placing an order. All license fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or customs duties, all of which you are responsible for paying above and beyond the license fees due to STP or its Authorized Distributor.

## 11. LIMITED WARRANTY

STP warrants to you, the original purchaser, and to no one else, that, for a period of thirty (30) days after the initial receipt of STP Products to you, the media, if any, on which STP Products are provided to you will be free of defects in materials and workmanship. Your exclusive remedy for breach of this limited warranty is that STP will replace any defective media that you return to STP (or the Authorized Distributor from whom you acquired STP Products) within the thirty (30) day warranty period. Any replacement media will be warranted as provided in this Section for the remainder of the original thirty (30) day warranty period or ten (10) days, whichever is longer. This limited warranty does not apply to damage resulting from misuse, abuse or neglect. This limited warranty does not apply to any supplements or updates to STP Products that are provided to you after expiration of the thirty (30) day warranty period. STP may choose, at its discretion, to provide replacement media beyond this (30) day period.

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Except for the express limited warranty of Section 10, STP Products are provided “as is” and without warranty of any kind. STP hereby excludes and disclaims all implied or statutory warranties, including (without limitation) any warranties of merchantability, fitness for a particular purpose, quality, non-infringement, title, results, or efforts. There is no warranty that STP Products are error-free or will function without interruption. You assume the entire risk arising out of the performance or use of STP Products. To the extent that STP may not disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

## 13. LIMITATION OF LIABILITY

**IN NO EVENT WILL STP OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE STPPRODUCTS, EVEN IF STP OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF STP AND ITS AUTHORIZED DISTRIBUTORS IN CONNECTION WITH THIS AGREEMENT AND STP PRODUCTS, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES THAT YOU PAID TO USE STP PRODUCTS FOR THE PARTICULAR LICENSE UNDER WHICH LIABILITY HAS RISEN (NOT INCLUDING FEES FOR SERVICES OR PRODUCTS**

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## **14. TERMINATION**

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You may terminate this Agreement at any time and for any reason, by giving written notice to STP. STP may terminate this Agreement, effective immediately upon written notice to you if you (a) fail to pay any portion of the license fees (see Fees in section 10), when due and fail to cure such non-payment within thirty (30) days after receipt of notice of same, or (b) if you otherwise breach any provision of this Agreement. Upon expiration or termination of this Agreement, you must erase or otherwise destroy all copies of STP Products in accordance with this Agreement, and your rights hereunder will immediately end. Notwithstanding the foregoing, Sections 1, 2, 3, 5, 6, 8, 13, and 16 will survive expiration or termination of this Agreement for any reason.

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### **16.1. Trademarks**

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### **16.2. Choice of Law**

If you acquire STP Products directly from STP or from an Authorized Distributor, then this Agreement will be governed by the laws of the Province of British Columbia and Canada, without giving effect to any choice of law principles that would require the application of the laws of a different country, province or state.

### **16.3. Compliance with Laws**

You will comply with all applicable export and import control laws and regulations in your use of STP Products and, in particular, you will not export or re-export STP Products, without all required government licenses. You will defend, indemnify, and hold harmless STP and its suppliers and Authorized Distributors from and against any violation of such laws or regulations by you.

### **16.4. Assignments**

You may not assign or transfer, by operation of law or otherwise, any of your rights under this Agreement to any third party without STP's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. STP may freely assign its rights or delegate its obligations under this Agreement.

### **16.5. Language**

This Agreement is in the English language, and its English language version will be controlling over any translation

### **16.6. Remedies**

Except as otherwise provided in this Agreement, the parties' rights and remedies under this agreement are cumulative. You acknowledge that STP Products contain valuable trade secrets and proprietary information belonging to STP and its suppliers, that any actual or threatened breach by you of this Agreement by you will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

### **16.7. Waivers**

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

### **16.8. Severability**

If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, you agree that Section 13 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

### **16.9. Entire Agreement**

This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supercedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by you to STP or its Authorized Distributor will have no effect.

## **GLOBAL**

**Limited Warranty.** Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The limited warranty of Section 11 gives you specific legal rights, and you may also have other legal rights, which vary from jurisdiction to jurisdiction.

**Liability.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions of Section 13 may not apply to you.

**Venue.** Any legal action between you and STP or its Authorized Distributor arising out of this Agreement or your use of STP Products must be instituted exclusively in the federal or provincial courts located in Vancouver, British Columbia, Canada and you consent to jurisdiction and venue in such courts.

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