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TO OUR VALUED CUSTOMERS

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“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 5.1)

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 Products for the purpose of evaluation.

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

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2.8. Secure Network
A “Secure Network” is a computer network that is only accessible to Users via Secure Authentication.

2.9. Electronic Learning Environments
“Electronic Learning Environments” are 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
“Secure Authentication” is 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.

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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.

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You may not make backup copies of STP Products during the term of this Agreement. Should additional copies be required, please contact STP at info@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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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 9), 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, 4, 5, 7, 12, and 15 will survive expiration or termination of this Agreement for any reason.

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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.

15.3. 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.

15.4. 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.

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

15.6. 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.

15.7. 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.
15.8. 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 12 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

15.9. Entire Agreement
This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes 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

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