

STP ComplianceEHS End User License Agreement

Last updated: February 2024

Thank you for choosing STP ComplianceEHS' guides, manuals, publications, and/or resources ("STP Products"). This license is the Legal Agreement ("Agreement") between you the customer who has acquired STP Products ("you" or "Licensee") and

1. OWNERSHIP

STP Products, in any format, whether on the internet, in hard copy, or in any other medium, existing or hereafter created, are protected by copyrights and other intellectual property rights. You acknowledge that all worldwide copyright and other intellectual property rights of all works and contents contained in STP Products and all copies of STP Products, in any format, ever made, are the exclusive property of STP and its licensors unless otherwise stated. All rights in STP Products not expressly granted herein are reserved under this Agreement by STP. There is no implied license under this Agreement.

2. DISTRIBUTION

2.1. License

When you purchase a license for the use of any software, hardware, or services of STP Products through an application, 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). For clarity, 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; and 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.

2.2. Authorized Distributor or Affiliate

distribute, sell, or display STP content and/or publications to its customers, affiliates, or third parties under certain terms and conditions. For more information, please visit our website at <https://www.stpub.com/partnerships/>.

2.3. Purchase Contract

means that cernBT/F2 nf1 0 0 100550046004B0044005600415P004CnQq dng 00912 0u5(ng

Agreement may not exceed the maximum number of Authorized Users. The maximum number of Authorized Users is that number specified in your Purchase Contract.

3.2. Direct File Delivery

For each STP Product that you purchase, for which content is delivered to you directly by STP, whether via an FTP site, or another medium, STP grants you a non-exclusive, non-transferable, limited license to use that product, for the term specified in the Purchase Contract, so long as you comply with this Agreement. The maximum number of Authorized Users is specified in your Purchase Contract. An STP Product cannot be copied, electronically stored, or distributed, otherwise reproduced, or modified without the express, written permission from STP.

3.3. XML Integration/Customization

If you purchase reconfigured XML content from STP, your use of such content will be subject to the terms and conditions set forth in the Purchase Contract.

4. OTHER LICENSE RIGHTS

4.1 Evaluation License

If you have received a copy of an STP Product from STP or its Authorized Distributor, but have not yet purchased a license to use the STP Product, then STP grants you a personal, non-transferable, non-exclusive, limited license to review the STP Product, for your own internal use solely for purposes of evaluating the STP Product for no more than thirty (30) days from the receipt of the STP Product. When an STP Product is used on an evaluation basis, you are not entitled to content and/or software updates for the STP Product being evaluated; however, STP may choose to extend the period of review and provide updates at its discretion.

4.2 Trial User Agreement

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.

5. ADDITIONAL RESTRICTIONS AND CONDITIONS

5.1. Prohibited Uses of STP Products

You may not do (or permit others to do) any of the following:

5.1.1. Modify, adapt, alter, translate, or create derivative works of STP Products;

5.1.2. Merge or otherwise integrate STP Products with any external components or software;

5.1.3. Reverse engineer, decompile or disassemble STP Products, or otherwise attempt to derive the source code and/or content of any STP software utility except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

5.1.4. Remove, alter, obscure, or otherwise change any confidentiality or proprietary notices (including

INCLUDING FEES FOR SERVICES OR PRODUCTS OTHER THAN STP PRODUCTS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. EACH PARTY ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS RESPECTIVE LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

11. TERMINATION

This Agreement will remain in effect until terminated as provided below. If a particular license granted to you is for a limited term (as indicated on the packaging that accompanies STP Products or on the applicable invoice, Purchase Contract or other product documentation provided to you by STP or its Authorized Distributor in connection with STP Products, or on the screens displayed by STP Products when they are initially used), then that license terminates upon expiration of that term.

Subscriptions as indicated on the Purchase Contract or STP invoice will automatically terminate at the end of the subscription period unless both parties have previously agreed to renew the subscription.

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 7), 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

12.1. Content

STP Products contain content provided by third parties Third Party Content . STP represents and warrants, to its reasonable knowledge, that the use of STP Product in accordance with the provisions of this Agreement and any Purchase Contract does not and will not violate any copyright, trademark, or other intellectual or proprietary right of any third party. You may not redistribute or disseminate Third-Party Content without direct authorization from the copyright holder.

13. GENERAL

13.1. Trademarks

No rights to use _____ are granted under this Agreement. If you would info@stpub.com.

13.2. 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 the federal laws of Canada applicable therein, without giving effect to any choice of law principles that would require the application of the laws of a different country, province, or state.

13.3. Compliance with Laws

13.7. Remedies

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 of this Agreement by you may constitute irreparable harm for which monetary damages may not be an adequate remedy, and that STP may seek injunctive relief as an appropriate remedy for such breach. If any legal action is brought

The Parties have executed this Agreement as of the Effective Date.

STP Publications Limited Partnership DBA
STP ComplianceEHS

Company

Company

Client Name (Print)

STP Employee Name (Print)

Client Signature

STP Signature

Click or tap to enter a date.