

SPECIALTY TECHNICAL PUBLISHERS

END USER

LICENSE AGREEMENT

Version 1.22 (January 2009)

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STP IS ONLY WILLING TO PROVIDE ITS PRODUCTS TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT BY INSTALLING OR USING STP PRODUCTS.

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TO OUR VALUED CUSTOMERS

This Agreement has been set up to provide you with the flexibility you need to get the most out of STP Products, while at the same time protecting STP's intellectual property. If you have any questions or concerns about this license, or if you need to use STP Products in a manner that is not permitted under this Agreement, please contact STP (Specialty Technical Publishers) to discuss alternative licensing arrangements at licensing@stpub.com.

1. OWNERSHIP

STP Products are protected by copyrights and other intellectual property rights in all formats; paper, electronic, online, and wireless. You agree that all worldwide copyright and other intellectual property rights of materials contained within STP Products and all copies of STP Products, however made, are the exclusive property of STP unless otherwise specifically stated. All rights in STP Products not expressly granted to you in this Agreement are reserved by STP. There are no implied licenses under this Agreement.

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).

2.2. Authorized Distributor or Affiliate.

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 an 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 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.

3. STP PRODUCT LICENSE TYPES

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If you purchase multiple user licenses, then you must purchase license rights for each User who uses or otherwise accesses STP Products, whether directly or via remote access tools, regardless of how frequent that access may be.

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Paper License. For each Paper Product that you purchase under this Agreement, STP grants you a non-exclusive, non-transferable, limited license to use that product, so long as you comply with this Agreement. The product cannot be copied, electronically stored, or otherwise reproduced without express, written permission from STP.

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STP Windows CD-ROM License. For each CD-ROM that you purchase or review under this Agreement, STP grants you a single non-exclusive, non-transferable, limited license to use STP Products contained on the CD-ROM, so long as you comply with this Agreement. The total number of Users over any time period who use or otherwise access the STP Products under such license, whether directly or via remote access tools, may not exceed one (1) authorized User per CD-ROM license at any given time.

3.3. Online via STPub Online

STP Online Internet License – Per User. For each multi-user Purchase Contract that you purchase under this Agreement, STP grants you a non-exclusive, non-transferable, limited license to use on as many single-user computers as the maximum number of Users authorized by STP under that license agreement, so long as you comply with this Agreement. The total number of Users over any time period who use or otherwise access STP Products under such license agreement, may not exceed the maximum number of authorized Users. The maximum number of authorized Users is that number specified in your STPub Online Purchase Contract.

STPub Online License Term. For each multi-user Purchase Contract that you purchase under this Agreement, online licenses are granted for a specified term under this Agreement. Upon expiration of the license term, the activation code issued under that license will expire, and the corresponding STP Product will no longer continue to operate.

To continue using STP Products after such expiration, you will need to purchase a new license from STP, if available, at then-current prices and terms.

3.4. Direct File Delivery for electronic access

Direct File Delivery is licensed in one of the two following ways:

Direct File Delivery - Intranet License – Per User. For each multi-user Purchase Contract that you sign under this Agreement, STP grants you a non-exclusive, non-transferable, limited license to use on as many single-user computers as the maximum number of Users authorized by STP under that license, so long as you comply with this Agreement. The total number of Users over any time period who use or otherwise access STP Products under such license, whether directly or via remote access tools, may not exceed the maximum number of authorized Users. The maximum number of authorized Users is that number specified in your multi-user Purchase Contract.

Direct File Delivery – File Server License – Per User. For each multi-user Purchase Contract that you sign under this Agreement, STP grants you a non-exclusive, non-transferable, limited license to use on as many single-user computers as the maximum number of Users authorized by STP under that license, so long as you comply with this Agreement. The total number of Users over any time period who use or otherwise access STP Products under such license, whether directly or via remote access tools, may not exceed the maximum number of authorized Users. The maximum number of authorized Users is that number specified in your multi-user Purchase Contract.

3.5. XML Integration/Customization

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

3.6. Partnership Deliveries

Authorized Distributors of STP products may receive content via the delivery methods described in 3.1 to 3.5 above, or, at STP's discretion another method that suits both parties. The content delivery method(s) will be described in the Authorized Distributor Purchase Contract.

4. PRODUCT CODES / ACCESS CODES

For each license granted to you under this Agreement STP or its Authorized Distributor will provide you with a unique CD ROM, activation code, or login and password, or combination thereof (“Access Code”) for use by you or your employees (“User”). The access codes should be retained for your records. To install or use a copy of STP Products, the User may be required to enter the authorized access code. Access Codes may only be used by individuals who are licensed to use STP Products (Refer to Section 3).

5. CUSTOMIZABLE CONTENT LICENSE

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, sublicense 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.

6. DISTRIBUTION

6.1 No Redistribution.

Redistribution of STP Products is not permitted, except for Customizable Content that you have altered to meet your company's internal business needs, and that the custom content is not sold to or shared with a party outside your organization.

7. OTHER LICENSE RIGHTS

7.1 Evaluation License.

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

7.2 Trial User Agreements.

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, non-transferable, 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 licensing@stpub.com.

8. ADDITIONAL RESTRICTIONS AND CONDITIONS

8.1. Prohibited Uses of STP Products.

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

- 8.1.1. Modify, adapt, alter, translate, or create derivative works of STP Products;
- 8.1.2. Merge or otherwise integrate STP Products with any external components or software;
- 8.1.3. Reverse engineer, decompile or disassemble STP Products, or otherwise attempt to derive the source code and/or content of the STP Launcher utility except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- 8.1.4. Remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of STP or its suppliers on STP Products, including any copies of STP Products that you are permitted to make under this Agreement;
- 8.1.5. Circumvent, or provide or use a program intended to circumvent, technological measures (such as activation codes) that control installation or use of STP Products;
- 8.1.6. Use an activation code to install or use copies of STP Products in any manner that exceeds the scope of the license under which the activation code is provided to you;
- 8.1.7. Otherwise reproduce or use STP Products except as expressly permitted under this Agreement.
- 8.1.8. Copy the CD; or
- 8.1.9. Share or pass STP Products on to a third party or competitor of STP.

8.2. Updates.

The licenses granted under this Agreement cover any future maintenance releases, upgrades or other releases of STP Products that you may acquire, at then-current prices and terms, from STP and Authorized Distributors during the paid contract term unless such releases are subject to a separate license agreement. The provision of upgrades or other new versions or releases does not expand your license rights under this Agreement. If you acquired the accompanying copy of STP Products as an "update" to a previously-installed release (as indicated on the packaging that accompanies STP Products or on the invoice, Purchase Contract, or 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 it is initially installed), then you may only use the upgrade if you have a valid license to that previously-installed release, and have a current, valid license for that STP Product. Your rights to the previously-installed release terminate once you install the update.

8.3. No Separation or Re-use of Components.

You may not separate STP Products up into components and install or use the components on separate computers under a given license, except for XML content (discussed in section 3.5 of this agreement). 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 licensing@stpub.com.

8.5. Confidentiality.

Technical information provided to you under this Agreement (other than published documentation), is confidential and proprietary to STP and may not be disclosed by you to third parties without STP's express written permission.

9. SERVICES

Other than reasonable tech support that is provided at STP's discretion, STP may provide training and online demonstrations of the content in select cases. You are responsible for installing STP Products on your computers as permitted under this Agreement.

10. FEES

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 delivery 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.

12. DISCLAIMER OF WARRANTY

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 STP PRODUCTS, 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 ARISEN (NOT INCLUDING FEES FOR SERVICES OR PRODUCTS OTHER THAN STP PRODUCTS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT STP WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO LICENSOR OR OTHER AUTHORIZED DISTRIBUTOR FOR STP WILL HAVE ANY LIABILITY TO YOU, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO STP PRODUCTS. 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.

14. TERMINATION.

This Agreement will remain in effect until the expiration of the copyrights in STP Products or 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. 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.

15. THIRD PARTY SOFTWARE.

STP Products contain or may be accompanied by certain programs (“Third Party Software”) licensed by their respective owners, including the Adobe Reader program supplied by Adobe Systems, Inc “Adobe” and other third-party contributors. Copyright notices for Third Party Software will be provided in STP Products’ “About” screen or in the documentation that accompanies STP Products. Certain Third Party Software is subject to separate third-party license terms as specified by their respective owners, and these terms are incorporated into the software provided with STP Products. By using STP Products that make use of Third Party

Software, you agree to comply with the included third-party license terms provided with that software.

16. GENERAL.

16.1. Trademarks.

No rights to use STP's logos or other trademarks are granted under this Agreement. If you would like to use STP's logos or other trademarks, please contact STP at licensing@stpub.com.

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, 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 other translation except as otherwise required by applicable law.

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 states 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 state to state.

Liability. Some states 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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