

STP ComplianceEHS End User License Agreement

Last updated: May 5, 2021

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STP is only willing to provide its products to you on the condition that you accept all the terms contained in this Agreement, except as modified by your Purchase Contract. By clicking the "accept" button or through entering into a Purchase Contract, you (a) accept this Agreement and agree that you are legally bound by its terms; and (b) represent and warrant that (i) you are of legal age to enter into a binding agreement, or (ii) if the Licensee is a legal entity, you have the right, power and authority to enter into this Agreement on behalf of the Licensee and bind the Licensee to its terms.

If you do not agree to the terms of this Agreement, STP will not and does not license any STP Products to you and you must not use any STP Products.

If you did not acquire STP Products from STP or an Authorized Distributor, then you do not have the right to enter into this Agreement or use STP Products. No party other than STP or an Authorized Distributor has the right to provide a copy of STP Products to you.

Notwithstanding anything herein to the contrary, STP's Authorized Distributors do not act as agents of STP, and such distributors may not enter into any contracts on behalf of STP. No Authorized Distributor has the authority to modify the terms of this Agreement.

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 ComplianceEHS to discuss alternative licensing arrangements at info@stpub.com.

1. OWNERSHIP

STP Products in any format, whether on the Internet, in hard copy or in any other medium now existing or hereafter created, are protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights of materials and contents contained within STP Products and all copies of STP Products, however made, are the exclusive property of STP or its licensors 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 makes use of the data, functionality, or services of STP Products through an application or website. 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). 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

An “Authorized Distributor” 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. STP’s Authorized Distributors are listed on STP’s website at <https://stphub.stpehs.com/about/#partners>.

2.3. Purchase Contract

“Purchase Contract” means that certain *STP Summary & Pricing Agreement* by and between STP and you. The Purchase Contract terms are in addition to the terms and conditions in this 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 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.

2.7. Secure Network

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

2.8. 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.

2.9. 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.

3. STP PRODUCT LICENSE TYPES

STP Products are provided in several formats and by a variety of delivery methods. Special licenses for STP Products offered by our Authorized Distributors are subject to both the special licenses and the STP license requirements under this Agreement.

If you have multiple users, 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.

3.1. Online via STP Hubs: STP Hub Online License – Per User

For each single-user or multi-user Purchase Contract, 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 Purchase Contract, so long as you comply with this Agreement. The license is only granted for the term of the Agreement or such other term specified in the Purchase Contract.

The total number of Users over any time period who uses or otherwise access STP Products under this 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 copyright and trademark notices) of STP or its suppliers or on STP Products, including any copies of STP Products that you are permitted to make under this Agreement;

5.1.5. Circumvent, or provide or use a program intended to circumvent, technological measures (such as activation codes) that control installation or use of STP Products;

5.1.6. Reproduce, modify, adapt, translate, further develop, or otherwise use STP Products in any manner except as expressly permitted under this Agreement and/or your Purchase Contract;

5.1.7. Redistribute, share or make available any STP Products or extraction of STP Product to a third party without the express written consent of STP;

5.1.8. Use STP Products for purposes of benchmarking or competitive analysis, developing, using, or providing of a product or service that competes with STP Products or any other purpose that is to STP's commercial disadvantage; or

5.1.9. Systematically collect and use automated queries for any data or content accessible through the STP Products, including the use of any data spiders, robots, or similar data gathering, mining or extraction methods. You may not make backup copies of STP Products. Should additional copies be required, please contact STP at info@stpub.com.

5.2 Permitted Uses of STP Products

Licensees and its Users may do any of the following:

5.2.1. Access and Use. Access and use the STP Products from the premises of the Licensee, or remotely via Secure Authentication, to search, retrieve, download, display, and view the STP Products.

5.2.2. Persistent links. Create persistent links to individual articles for access by Users for permitted uses under this Agreement, from within Secure Networks, and distribute said links to Users via email and within Electronic Learning Environments.

5.2.3. Use in academic research. With the express written permission of STP, download, save, print, and email to themselves and other Users single copies of limited parts of the STP Products for research purposes only, and incorporate limited parts of the STP Products in printed or electronic form in academic assignments, academic portfolios, theses and dissertations, including reproductions for library deposit and other non-commercial uses.

5.2.4. Fair Dealing. Notwithstanding any other provisions of this Agreement, copy, reproduce, modify, publish, or otherwise use STP Products in a manner that constitutes fair dealing under the *Copyright Act* (Canada) or fair use under the *Copyright Act* (United States).

5.2.5. Accessible formats. With the express written permission of STP, alter or modify the format of the STP Products as necessary to provide an equivalent level of service to Users with appropriately documented disabilities, in compliance with the relevant federal, state, or provincial disability act in the geographical or political region in which the applicable User is employed or resides or is a member of an academic institution as defined in Clause 2.1 above.

5.2.6. Course packs/ Electronic Reserves/ Electronic Learning Environments. Incorporate parts of the STP Products, whether in print or electronic format, in course packs, study packs, resource lists, and in any other material (including but not limited to multi-media works) to be used during instruction and/or in Electronic Learning Environments hosted on a Secure Network (only accessible to Users via Secure Authentication). Each item shall carry appropriate acknowledgment of the source, listing title and copyright owner.

5.2.7. Federated search. Include the STP Products in federated, meta search, or discovery services for indexing and discovery purposes.

5.2.8. Data and text mining. Conduct research employing using the STP Products and disseminate results publicly for non-commercial purposes. As stipulated in Clause 5.2.5 above, each item shall carry appropriate acknowledgment of the source, listing title and copyright owner.

5.2.9. Training and marketing materials. Display, download or print the STP Products, including screenshots, for the purpose of internal marketing or testing or for training Users or groups of Users. As stipulated in Clause 5.2.5 above, each item shall carry appropriate acknowledgment of the source, listing title and copyright owner.

5.3 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 do not expand your license rights under this Agreement. If you acquired the accompanying copy of an STP Product as an “update” to a previously installed release (as indicated on the packaging that accompanies the STP Product or on the invoice, Purchase Contract, or product documentation provided to you by STP or its Authorized Distributor in connection with the STP Product, or on the screens displayed by the STP Product when it is initially installed), then you may use the update only 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.

5.4 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. 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.

5.5 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 Product is used.** If you are concerned about how to apply these multiplexing license restrictions for a particular application, please contact STP at info@stpub.com.

6. CONFIDENTIALITY

6.1. Confidential Information

All information provided to you under this Agreement (other than information that is publicly available), is confidential and proprietary to STP and may not be disclosed by you to third parties without the express, written permission of STP. You may not share terms of your Purchase Contract with a third party unless you have obtained STP’s prior written permission to do so.

6.2. User Information

In addition, STP Products will save certain information from the User to enable certain functionality. This information includes, but is not limited to, answers to applicability.

questions, user profile information, searches, annotations, bookmarks, sticky notes, default settings, preferences, and the like (“User Information”). STP will keep all User Information strictly confidential and will not share or disclose User Information to any other person, firm, or corporation without your express written permission.

7. FEES

License fees are only valid for the term of the Purchase Contract and are subject to change upon renewal. Please consult STP or its Authorized Distributors as to current fees before placing an order. All license fees are non-refundable and non-cancellable except as expressly provided in this Agreement or the Purchase Contract 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.

8. 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 by 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 thirty (30) day period.

9. DISCLAIMER OF WARRANTY

Except for the express limited warranty of Section 8, STP Products are provided “as is” and without warranty of any kind. STP hereby excludes and disclaims all implied or statutory warranties and conditions, 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 or condition as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

10. USE AND LIMITATION OF LIABILITY

10.1 All content made available to you by or on behalf of STP pursuant to this Agreement is for general informational purposes only and should not be taken as professional advice. In particular, STP is not a law firm and does not provide legal advice. There is no attorney-client relationship between you and STP. While user-provided Customizable Content is subject to an internal moderation process, we do not review the Customizable Content for legal sufficiency, we do not draw legal conclusions, and we do not apply the law to any particular set of facts or situation you may encounter. In using the STP Products, you indicate your understanding that STP does not provide legal advice and is not engaging in the practice of law.

10.2 IN NO EVENT WILL STP, ITS CONTRIBUTORS OR 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 (INCLUDING THIRD-PARTY SOFTWARE AND THIRD-PARTY CONTENT), EVEN IF STP, ITS CONTRIBUTORS, AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 THE TOTAL CUMULATIVE LIABILITY OF EITHER STP OR THE LICENSEE IN CONNECTION WITH THIS AGREEMENT, 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 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 copies of STP Products in accordance with this Agreement, and licenses and rights granted to you hereunder will immediately end. Notwithstanding the foregoing, Sections 5, 6, 8, 9,10, and 13 will survive the termination of this Agreement for any reason.

12. THIRD-PARTY SOFTWARE

12.1. Software

STP Products contain or may be accompanied by certain programs, software, or functionality (“Third Party Software”) licensed to STP by their respective owners, including, without limitation, 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 in addition to the terms and conditions contained in this Agreement ("Third Party Licenses").

By using STP Products that make use of Third-Party Software, you agree to comply with all Third-Party Licenses provided with the STP Products or made available to you in connection with the STP Products.

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 STP or its licensors' logos or trademarks are granted under this Agreement. If you would like to use STP's logos or other trademarks, please contact STP at 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

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 indemnify and hold harmless STP and its suppliers and Authorized Distributors from and against any violation of such laws or regulations by you.

13.4. Assignment

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.

13.5. Amendments

STP reserves the right to change these terms and conditions at any time by updating this Agreement on STP's website. Changes to this Agreement will apply to all STP Products acquired and Purchase Contracts entered after the date on which the changes are posted.

13.6. Language

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

13.7. 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 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 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.

13.8. 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.

13.9. 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.

13.10. Entire Agreement

This Agreement together with all associated Purchase Contracts constitute the final and entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. The terms of any purchase order or similar document submitted by you to STP or its Authorized Distributor will have no effect unless confirmed in a Purchase Contract signed by all parties.