STP ComplianceEHS

End User License Agreement

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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, except as modified by your Purchase Contact. You accept this Agreement by 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 ComplianceEHS to discuss alternative licensing arrangements at info@stpub.com.

1. OWNERSHIP

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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; 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” 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 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. 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 is 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 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.

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 STP license requirements under this Agreement and any additional licensing requirements the Authorized Distributor may choose to impose.

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.

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 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.

STP Hub License Term. For each single-user or multi-user Purchase Contract, an online license is granted for a specified term under this Agreement. Upon expiration of the license term, access to the corresponding STP Product will be disabled. To continue using STP Products after such expiration, you will need to purchase a new license from STP, at then-current prices and terms.
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, a CD-ROM, 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, or otherwise reproduced without express, written permission from STP.

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

3.4. Partnership Deliveries
Authorized Distributors of STP Products may receive content via the delivery methods described in 3.1 to 3.3 above, via STP’s API site, or, at STP’s discretion, by another method that suits both parties. The content delivery method(s) are described in the Authorized Distributor 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. 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.
4.3. Scraping and Backup Copies
You may not 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. 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, 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. 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. Use STP Products in any manner except as contemplated under this Agreement and/or your Purchase Contract. 5.1.7. Otherwise reproduce or use STP Products except as expressly permitted under this Agreement; or 5.1.8. Share or pass STP Products on to a third party or competitor of STP.

However, licensees and Users may do any of the following:

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5.1.15. **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 licensee is employed or resides or is a member of an academic institution as defined in Clause 2.1 above.

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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
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5.3. 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. 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.

5.4. 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 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.

5.5. Confidentiality
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In addition, STP Products may 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 strictly User Information confidential and will share or disclose User Information to any other person, firm, or corporation without your express written permission.

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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 only valid for the term of the Purchase Agreement 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-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.

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 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.

9. DISCLAIMER OF WARRANTY

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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. 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.

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 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 your rights hereunder will immediately end. Notwithstanding the foregoing, Sections 4, 5, 10, and 14 will survive expiration or termination of this Agreement for any reason.
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12.2 SOFTWARE - STP represents and warrants, to the best of its knowledge, that the use of STP Product does not and will not violate any copyright, trademark, or other intellectual or proprietary right of any third-party. STP agrees to indemnify you and hold harmless from and against any third-party claims, damages, costs, liabilities, and expenses, arising out the use of the STP Products provided that such use is in accordance with this Agreement and the Purchase Contract.

13. GENERAL

13.1. 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 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 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.

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 defend, 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. 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.

13.5. Language
This Agreement is in the English language, and its English language version will be controlling over any translation.
13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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

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 10 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 10 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 either in the federal or provincial courts located in Vancouver, British Columbia, Canada or the courts of New York State.

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