

DIPPR® PROJECT NO. 801
EVALUATED PROCESS DESIGN DATA
WEB ACCESS USER AGREEMENT

This Agreement is made and is effective as of _____, between The American Institute of Chemical Engineers, a New York State incorporated association (hereafter referred to as "AICHE"), and _____ (hereafter referred to as "USER").

USER and AICHE agree as follows:

1. Definitions

The term "DATABASE" as used throughout this Agreement refers to the evaluated collection of physical property data, correlation coefficients, notes, references, and recommended property values that have been compiled together under the DIPPR® 801 project as well as the web software interface to the DATABASE.

2. License

In accordance with the terms and conditions of this Agreement, AICHE grants to USER a nontransferable License (hereafter referred to as the "License") to access and use the DATABASE via the world-wide-web for the duration of the License term. Under this Agreement, USER obtains only the right to access the DATABASE and use the information contained in the DATABASE consistent with this Agreement. No other right, title, or interest in or to any proprietary rights relating to the DATABASE is transferred or licensed to USER. All rights not expressly granted are reserved.

3. License Restrictions and Terms

- a. The term of the License shall be as indicated by USER in Schedule A, page 5 of this Agreement. The term shall begin upon the effective date of this Agreement. If USER desires to extend this License term, USER may request a quote from AICHE for the required renewal fee. If USER accepts the quoted fee, USER shall indicate acceptance by email response or by issuing a PO, which in either case shall be considered legally binding intent to pay. Once USER pays the required renewal fee to AICHE, the License term will be extended for a length of term as indicated by AICHE upon renewal and USER shall continue use of the DATABASE consistent with this Agreement. The required renewal fee may be different than the License fee as listed in this Agreement to reflect changes and/or enhancements in the DATABASE.
- b. Immediately upon expiration or termination of the License, USER shall cease all use of the DATABASE.
- c. USER may not assign or transfer the License. If USER is an organization, USER will not allow use of the DATABASE by any individual outside of USER's organization.
- d. USER shall not make any unauthorized copies of the DATABASE, where an unauthorized copy is defined as a copy of the DATABASE or a copy of any individual contents of the DATABASE with the intent of use outside of this Agreement's terms and restrictions.
- e. USER shall use the DATABASE for internal use only (a separate license granting permission for 3rd party distribution may be obtained with separate terms/conditions/pricing). USER may not engage in any of the following activities without the express consent of AIChE: (1) transfer, sell, publish, or commercialize the DATABASE or publish any individual contents of the DATABASE, including but not limited to: individual data points, references, quality codes, correlations or correlation coefficients, (2) use the DATABASE to develop correlations either for internal use or external distribution including publications, or (3) use the DATABASE to develop or improve software programs, either for internal use or for external distribution. Failure to comply with these contractual terms shall result in termination of the license agreement and considered copyright infringement. If USER opts for an Educational License, the DATABASE shall be used only for educational purposes: the DATABASE cannot be used for contract work done by USER for industrial third parties.

4. Copyright

AICHE has secured copyright protection on the DATABASE in the United States and in other countries that are party to the Universal Copyright Convention. USER agrees to comply with all applicable copyright laws with respect to the use of the DATABASE.

5. Web Security and Statistics

USER will be required to select the following for security purposes: user name and password. USER may also be required to provide IP addresses of any computers from which the web site will be accessed. USER agrees to keep the user password and user name secret from the public domain. If USER discovers that, through no fault of its own, USER's user name or password is known outside of USER's organization or company, USER shall reset their password immediately.

6. Disclaimer of Warranties and Limitation of Remedy

AICHE WILL USE REASONABLE EFFORTS DESIGNED TO VERIFY THAT THE DATA CONTAINED IN THE DATABASE HAS BEEN SELECTED ON THE BASIS OF SOUND SCIENTIFIC JUDGMENT. HOWEVER, AICHE MAKES NO WARRANTIES TO THAT EFFECT. THE DATABASE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AICHE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AICHE SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS OF PROPERTY OR PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES THAT MAY RESULT FROM ERRORS OR OMISSIONS IN THE DATABASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AICHE DOES NOT WARRANT THAT THE DATA WILL SATISFY USER'S REQUIREMENTS NOR THAT IT IS WITHOUT DEFECT OR ERROR NOR THAT THE OPERATION OF THE DATABASE WILL BE UNINTERRUPTED. USER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE DATA AND FOR TESTING AND EVALUATING IT BEFORE ANY USE OF OR RELIANCE ON IT. USER ASSUMES, WITHOUT LIMITATION, ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF THE DATA.

7. Payment

The License fees for the DATABASE are listed in Schedule A, which is incorporated by reference into this Agreement. Prices listed in Schedule A are the net price due AICHE. USER is responsible for discovering if any additional fees apply due to USER's lease of the License, including but not limited to international import duties and sales taxes, and is responsible for paying such fees. USER agrees to make full payment of the License fee to AICHE for the use of the DATABASE prior to USER receiving access to the DATABASE from AICHE.

In WITNESS THEREOF, the parties hereto have affixed their signatures below.

For USER:

Signature: X_____

Printed Name: _____

Title: _____

Company: _____

Date: _____

For AICHE:

Signature: X_____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A
DIPPR® PROJECT NO. 801
EVALUATED PROCESS DESIGN DATA
WEB ACCESS USER AGREEMENT

License Fees for DIPPR® 801 Web Access

The following table lists the web license fees.

License	Annual Fee
educational single user	\$360
small business* single user	\$1,140
corporate single user	\$4,560
site (unlimited use)	\$9,700 x WF**

*A small business by definition has < 70 total employees and < \$50 million USD in annual gross revenues.

** Fee is \$9,700 multiplied by a weighting factor (WF). See Site License section below to determine WF.

Single User License

A single user license by definition allows one concurrent user of the DATABASE.

Site License (unlimited access)

A site license by definition allows an unlimited number of concurrent users within USER's organization.

Site license cost is based on the expected extent that the data will be used. This is calculated in the form of a weighting factor (WF) determined by the following list:

	<u>Chemical Sales, \$Billion/Yr.</u>	<u>Weighting Factor (WF)</u>
Chemical Producers:		
	Over 10	4
	4 - 10	3
	1.5 - 4	2
	Up to 1.5	1
	<u>Erected Value, \$Billion/Yr.</u>	
Engineering Contractors:		
	Over 4	2
	Under 4	1
	<u>Total Sales, \$Billion/Yr.</u>	
Manufacturing Firms:		
	Over 20	2
	Under 20	1
	<u>Number of Users</u>	
Other Firms: (Consulting Firms, Software Developers, Government Agencies, Non-profit organizations, etc.)		
	≥ 20	1.5
	< 20	1
Educational Institutions:		0.45

Type of Institution:

- Industrial/Commercial
- Educational

Payment Method:

- Check (by mail)
- Bank Transfer
- Credit Card

Type of License:

- # of concurrent users = _____
- Site License (WF = _____)

Term of License:

- 1 year
- 3 years
- 5 years

Price: _____ **Purchase Order #:** _____
(Term: 30 Days)

Billing Address:

Name: _____

Title: _____

Company: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

Please email signed contract to:

Nathan Lott
DIPPR Global Accounts Manager
Email: dippr@aiche.org
Office: 646-495-1361