

**DIPPR® PROJECT NO. 801
EVALUATED PROCESS DESIGN DATA
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, recommended property values that have been compiled together under the DIPPR® 801 project, quality codes, and an included simple search functionality associated with viewing property values for a selected compound.

2. License

In accordance with the terms and conditions of this Agreement, AICHE grants to USER a non-transferable license (hereafter referred to as the “License”) to access and use the DATABASE 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 Term

- a. The term of the License shall be 1 year, 3 years, or 5 years as selected by USER in Schedule A, page 5 of this Agreement. The term shall begin from 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 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. Within one (1) month after expiration or termination of the License, USER shall complete and return Schedule B of this Agreement to AICHE.
- 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 use the DATABASE for internal use only. USER may not transfer, sell, publish, or commercialize the DATABASE. 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. 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.

6. Payment

USER agrees to make full payment to AICHE for the use of the DATABASE within one (1) month following the date the License goes into effect. If payment is not received within one month of the effective date, AICHE reserves the right to terminate the License, and the DATABASE will be uninstalled and will be shipped back to AICHE at USER's expense.

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.

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

For USER:

For AICHE:

Signature: X _____

Signature: X _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Company: _____

Date: _____

Date: _____

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

Annual License Fees of the DATABASE in MS Access® Format

Table 1 lists the annual license fees.

Table 1	
License Type	Annual Fee
educational stand-alone	\$200
small business* stand-alone	\$600
corporate stand-alone	\$2,400
site (unlimited use)	\$6,000 x WF**

*A small business by definition has < 100 total employees and < \$0.3 billion in annual gross revenues.

** Fee is \$6,000 multiplied by a weighting factor (WF). See Site License description below to determine the WF.

Stand-Alone License

A stand-alone license is by definition one (1) personal computer (PC) that has the DATABASE installed where value(s) in the DATABASE cannot be accessed by other computers or devices.

Site License (unlimited access)

A site license by definition allows an unlimited number of installations on personal computers or servers 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:	≥ 20	1.5
(Consulting Firms, Software Developers, Government Agencies, Non-profit organizations, etc.)	< 20	1
Educational Institutions:		0.35

Lite Version of the DATABASE

The "Lite" version of the DATABASE contains chemical identifications, recommended fixed-value properties and equation parameters for the temperature-dependent properties, equation forms, references, and notes. Source data, background information, quality codes, etc. are not included.

The price for the Lite version is 60% of the lease price as listed in Table 1.

Type of DATABASE:

- Full version
- Lite version

Type of License:

- Stand-Alone Installation: Number of PCs _____
- Site (WF = ____)

Type of Institution:

- Industrial/Commercial
- Educational

Term of License:

- 1 year
- 3 years
- 5 years

Payment Method:

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

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

Billing Address:

Name: _____
 Title: _____
 Company: _____
 Address: _____

 Tel: _____
 Fax: _____
 Email: _____

Shipping Address (if different):

Name: _____
 Title: _____
 Company: _____
 Address: _____

 Tel: _____
 Fax: _____

Please mail an original signed contract to:

Michelle Middleton
 AIChE
 3 Park Ave 19th Fl
 New York, NY 10016

If you have questions, please contact:

Nathan Lott
 DIPPR Sales Manager
 Office: 801-356-0841
 Email: dippr@aiche.org

Schedule B
DIPPR® PROJECT NO. 801
EVALUATED PROCESS DESIGN DATA
USER AGREEMENT

_____ [please insert company/organization name here] has removed all copies of the DATABASE from its computers and has either destroyed all copies of the DATABASE or has returned all copies to MarkeTek Consulting, LLC. (Mailing address: 680 N 380 W Provo, UT 84601, USA). All reasonable efforts have been made to ensure that the DATABASE or any copies of the DATABASE are no longer being used by this company/organization in any manner.

In witness thereof, the following has affixed their signature below.

Name: _____

Title: _____

Signature: _____

Date: _____