

License Agreement

IMPORTANT - READ CAREFULLY BEFORE PROCEEDING

ATTENTION: THIS LICENSE AGREEMENT (THE "AGREEMENT") IS A LEGAL CONTRACT BETWEEN YOU AND ADEXS Inc., D/B/A MSDSONLINE ("MSDSONLINE"). THE AGREEMENT DEFINES WHAT YOU MAY DO WITH THE MSDSADVANTAGE SOFTWARE, AND ASSOCIATED DOCUMENTATION AND MATERIALS, FOR WHICH YOU HAVE PURCHASED A SUBSCRIPTION (COLLECTIVELY REFERRED TO HEREIN AS "MSDSADVANTAGE"). MSDSADVANTAGE IS COPYRIGHTED AND LICENSED (NOT SOLD). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CONTINUING TO INSTALL AND USE MSDSADVANTAGE. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, AND BY INSTALLING AND USING MSDSADVANTAGE, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, CLICK THE "I DECLINE," "CANCEL" OR "BACK" BUTTONS TO TERMINATE INSTALLATION OF MSDSADVANTAGE. SHOULD YOU DECLINE TO ACCEPT THESE TERMS AND CONDITIONS, AND DO NOT INSTALL MSDSADVANTAGE, PLEASE CONTACT YOUR AUTHORIZED MSDSONLINE SALES REPRESENTATIVE (OR MSDSONLINE, C/O ADEXS INC., 350 NORTH ORLEANS, SUITE 950, CHICAGO, IL 60654), FOR A FULL REFUND OF THE LICENSE FEES PAID. YOUR ACCESS AND USE OF THE MSDSONLINE WEB SITE (<http://www.msdsonline.com/>, THE "SITE") IS SUBJECT TO THE TERMS OF USE AND PRIVACY POLICY POSTED ON THE SITE, WHICH ARE BINDING LEGAL CONTRACTS THAT YOU SHOULD ALSO READ CAREFULLY.

AGREEMENT

1. LICENSE

When you click on the "I ACCEPT" button, or install and use MSDSadvantage, (i) you accept the terms and conditions of this Agreement, and (ii) MSDSONline thereby grants you a limited, non-exclusive license to use MSDSadvantage for legitimate purposes during the term of your MSDSadvantage subscription, in accordance with the terms and conditions of this Agreement.

You may install and use MSDSadvantage on one or more computers, but only one copy of MSDSadvantage may be used at any one time. You may install MSDSadvantage on a server (or other multi-user system) for use on a network for the purposes of (i) permanently installing it onto hard disks or other storage devices of other computers, or (ii) using MSDSadvantage over such network, but (as to both (i) and (ii) above) only if you pay the applicable License Fees (as hereinafter defined) and obtain additional subscription licenses (which grants a license similar to that granted herein) for each user that is using MSDSadvantage at any one time. Notwithstanding the foregoing, MSDSadvantage shall not be installed on any computer, or on any server or other multi-user system, that is accessible via the Internet or other wide area network to parties other than you or your authorized employees, contractors and representatives. You may make one copy of MSDSadvantage solely for backup or archival purposes. You may transfer MSDSadvantage and all of your rights under this license to another party together with a copy of this Agreement, but only if such other party reads and agrees to be bound by the terms and conditions of this Agreement and provided that you do not retain any copy of MSDSadvantage.

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developed by MSDSONline shall be made available for downloading on the Site. You may only obtain and use a development designated and made available by MSDSONline as an "upgrade" if you are a currently licensed user of the product to which such upgrade applies.

MSDSONline reserves the sole and exclusive right to establish, and modify from time to time, policies and prices regarding updates, upgrades and enhancements. All terms and conditions of this Agreement apply with equal force to upgrades, updates, enhancements, patches, fixes and, as may have been modified by any of the foregoing, MSDSAdvantage.

You acknowledge that MSDSAdvantage is designed to function within the hardware and software operating environments specified by MSDSONline. MSDSONline shall not be responsible for the functionality of MSDSAdvantage, and the limited warranty set forth in Section 8 hereof shall be null and void, if MSDSAdvantage is operated within a hardware or software operating environment other than as specified by MSDSONline.

3. PROPRIETARY RIGHTS

MSDSONline and its licensors own MSDSAdvantage and all intellectual property and other proprietary rights relating to MSDSAdvantage and all portions thereof. All title, intellectual property and other proprietary rights to MSDSAdvantage, all portions thereof and all content therein, are and shall remain the property of MSDSONline and its licensors.

MSDSAdvantage is protected by applicable intellectual property and other proprietary rights recognized by, and laws and treaties of, the United States and other countries. Such intellectual property and proprietary rights include, but are not limited to, various copyrights, patents, patent applications, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets. The structure, organization, source code and other aspects of MSDSAdvantage are the valuable trade secrets of MSDSONline. Except as expressly set forth herein, this Agreement does not grant you any intellectual property or other proprietary rights in MSDSAdvantage. All rights in and to MSDSAdvantage not specifically granted to you in this Agreement are retained by MSDSONline and its licensors. You acquire no ownership or other proprietary interest in MSDSAdvantage through the installation and use of MSDSAdvantage. All Material Safety Data Sheet ("MSDS") documents obtained from or through MSDSONline or the Site, are created and owned by the respective authors of such MSDS documents and all intellectual property and other proprietary rights therein are and shall remain the property of such authors.

4. CONFIDENTIALITY

MSDSAdvantage contains valuable, proprietary and confidential information of MSDSONline that is of commercial value inScof Mpr

herein. Any payment or partial payment of such License Fees due but not received by MSDSONline or one of its authorized sales representatives within forty-five (45) days after the date of invoice shall bear an additional charge of one and one-half percent (1.5%) per month (or the maximum such charge permissible under applicable law, whichever is less) from the date due until the date payment of such License Fees is actually received. You will be liable for all attorneys' and collection agency fees incurred in collection of past due amounts that you owe to MSDSONline. You shall be responsible for, and shall pay, all sales, use and other taxes imposed in connection with the License Fees or otherwise in connection with this Agreement. Except as expressly provided below, License Fees are non-refundable.

6. TERM, RENEWAL AND CANCELLATION

The Subscription Term and your rights to use MSDSadvantage shall: (a) commence on the date agreed upon in writing and in advance by you and an authorized MSDSONline sales representative, or if no such agreement is applicable, upon the earlier to occur of (i) your clicking on the "I ACCEPT" button below, or (ii) your first installation and use of MSDSadvantage; and (b) continue for the duration of the Subscription Term(s) for which you shall have paid all applicable License Fees, provided that you strictly observe and are not in breach of all terms and conditions of this Agreement. If you fail to pay the applicable License Fees as provided herein, or fail to comply with all of the terms and conditions of this Agreement, this Agreement and your rights to use MSDSadvantage shall immediately terminate and the license granted in Section 1 shall be immediately revoked, even if MSDSONline or your authorized MSDSONline sales representative does not notify you of such termination or revocation. When this Agreement and your rights to use MSDSadvantage terminate, whether because you fail to comply with the terms and conditions of this Agreement, you fail to pay the applicable License Fees, or the Subscription Term for which you shall have paid the applicable License Fees expires and is not renewed, you shall immediately stop using MSDSadvantage, remove MSDSadvantage from all computers and servers on which you have installed (or caused or permitted the installation of) MSDSadvantage, and shall promptly destroy or return all copies of MSDSadvantage and all portions thereof to MSDSONline or your authorized MSDSONline sales representative.

EXCEPT AS OTHERWISE AGREED UPON IN WRITING AND IN ADVANCE BY YOU AND AN AUTHORIZED MSDSONLINE SALES REPRESENTATIVE, UNLESS YOU NOTIFY MSDSONLINE OR AN AUTHORIZED MSDSONLINE SALES REPRESENTATIVE OF YOUR DECISION TO TERMINATE OR CANCEL YOUR MSDSADVANTAGE SUBSCRIPTION PRIOR TO THE EXPIRATION OF YOUR SUBSCRIPTION TERM: (A) YOUR MSDSADVANTAGE SUBSCRIPTION WILL AUTOMATICALLY RENEW UPON EXPIRATION AND WILL CONTINUE IN FORCE AND EFFECT FOR AN ADDITIONAL SUBSCRIPTION TERM OF EQUAL DURATION; AND (B) THE APPLICABLE MONTHLY OR ANNUAL LICENSE FEES, AT SUCH RATES AS THEN IN EFFECT, WILL BE BILLED AUTOMATICALLY AT COMMENCEMENT OF EACH RENEWAL SUBSCRIPTION TERM EITHER: (1) IN ACCORDANCE WITH THE TERMS AGREED UPON BY YOU AND AN AUTHORIZED MSDSONLINE SALES REPRESENTATIVE; (2) TO THE CREDIT CARD THAT YOU DESIGNATED DURING THE MSDSONLINE REGISTRATION PROCESS (AS SUBSEQUENTLY UPDATED BY YOU); OR (3) IF YOU RECEIVED AN INVOICE FOR THE LICENSE FEES APPLICABLE TO YOUR EXPIRING MSDSADVANTAGE SUBSCRIPTION TERM, THEN AN INVOICE FOR THE LICENSE FEES APPLICABLE TO YOUR RENEWAL SUBSCRIPTION TERM WILL BE SENT TO THE ADDRESS THAT YOU DESIGNATED DURING THE MSDSONLINE REGISTRATION PROCESS (AS SUBSEQUENTLY UPDATED BY YOU).

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8. LIMITED WARRANTY

THIS IS A LIMITED WARRANTY. MSDSONline warrants that MSDSadvantage will perform substantially in accordance with the specifications set forth in the associated and applicable documentation for a period of thirty (30) days after you click on the "I ACCEPT" button in MSSU0.012 Tr.52 TD 0.Aon bi cum49 T* 0.0175D 0 Tc -LMSons serL0185 0.0185 Tc 0.0327
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THE PROVISIONS OF SECTIONS 7, 8, 9 AND THIS SECTION 10 OF THIS AGREEMENT ARE ALL FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MSDSONLINE AND MSDSONLINE WOULD NOT BE ABLE TO PROVIDE MSDSADVANTAGE AND THE SITE WITHOUT EACH SUCH PROVISION.

11. INDEMNIFICATION

As an express condition to the license grant in Section 1 hereof, and the other rights to use MSDSadvantage granted to you herein, you agree to indemnify, defend and hold the MSDSONline Associates harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to, arising out of, or related to (i) your use, non-use or negligent use of MSDSadvantage and other materials (including, but not limited to, MSDS documents) obtained from or through MSDSONline, (ii) your violation of this Agreement, or (iii) your violation of any rights of another in connection with your use, non-use or negligent use of MSDSadvantage and other materials (including, but not limited to, MSDS documents) obtained from or through MSDSONline. MSDSONline reserves, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you.

12. INDEPENDENT ARBITRATION AND CHOICE OF LAW

YOU AGREE AND UNDERSTAND THAT MSDSONLINE AND YOU EACH WAIVE YOUR RESPECTIVE RIGHT TO A TRIAL BY JURY. MSDSONline and you each agree to use your best efforts to settle any dispute or claim arising out of, or relating to, this Agreement. If MSDSONline and you cannot reach an agreement within thirty (30) days, MSDSONline and you shall submit any controversy or claim arising out of, or relating to, this Agreement to binding arbitration in Chicago, Illinois administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be governed by and construed under the substantive laws of the State of Illinois, United States of America, without regard to choice of law provisions thereof.

13. NON-WAIVER

The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

14. ASSIGNMENT AND BINDING EFFECT

MSDSonline may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations hereunder to any person or entity at any time. Except as expressly provided for herein, you may not assign, delegate or otherwise transfer this Agreement or any of your rights or obligations hereunder without the prior written consent of MSDSonline. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

15. SURVIVAL

The provisions of this Agreement which by their nature survive the expiration or termination of this Agreement and your rights to use MSDSadvantage (including, but not limited to, Sections 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 hereof) shall continue in force and effect after this Agreement and your rights to use MSDSadvantage so expire or terminate.

16. SEVERABILITY

If any provision(s) of this Agreement is held by a court or other authority of competent jurisdiction to be invalid, unenforceable or illegal for any reason, such provision shall be ineffective to the extent necessary to cure such deficiency and still effect the intent and purpose of the parties, and the remaining provisions of this Agreement shall remain in full force and effect, and in no way be affected or impaired thereby.

17. GENERAL

With regard to your use of MSDSadvantage and all matters related thereto, you are responsible for compliance with all applicable laws, regulations, policies and rules of all relevant jurisdictions. You agree that you will not ship, transfer, or export MSDSadvantage into any country or use MSDSadvantage in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, regulations and policies. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded herefrom. This Agreement represents the entire agreement between you and MSDSonline regarding MSDSadvantage and the use thereof. Any prior proposal, representation, agreement or understanding, in any form and in any medium, between you and MSDSonline with regard to MSDSadvantage and the use thereof is hereby null and void.

18. U.S. GOVERNMENT RESTRICTED RIGHTS

If MSDSadvantage is acquired on behalf of the U.S. Government, or any agency or department of the U.S. Government, the following provisions shall apply. MSDSadvantage, including the information included with MSDSadvantage and all accompanying documentation, constitutes "commercial items" as defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227-7202 (June 1995), or similar or successor provisions as applicable. Use, reproduction, or disclosure by the U.S. Government is subject to the restrictions of this license and 48 C.F.R. 52.227-19(c) (June 1987), 48 C.F.R. 1852.227-86(d) or similar or successor provisions as applicable. If MSDSadvantage is acquired on behalf of the Department of Defense of the U.S. Government, MSDSadvantage is supplied subject to "Restricted Rights" as that term is defined at DFAR 252.227-7013(b), or similar or successor provisions as applicable.

19. INTERNATIONAL USERS AND EXPORT CONTROL LAWS

The export and re-export of software products are controlled by the United States Export Administration Regulations, and such software may not be exported or re-exported to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any country to