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. The data will be encrypted and access will be made possible via DIADEM (defined below).

The term "DIADEM" as used throughout this Agreement refers to the DIPPR Interface And Data Evaluation Manager software application. Brigham Young University, a Utah nonprofit corporation, acting through the BYU-DIPPR® Thermophysical Properties Laboratory (hereafter referred to as "BYU-TPL"), is the developer and sole owner of the intellectual property associated with DIADEM. BYU-TPL has appointed AIChE to be the nonexclusive worldwide primary distributor of DIADEM.

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 via DIADEM 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 via DIADEM consistent with this Agreement. No other right, title, or interest in or to any proprietary rights relating to the DATABASE or DIADEM is transferred or licensed to USER. All rights not expressly granted are reserved.

3. License Restrictions, Term, and Renewal

a. The term of the License shall be 1 year, 3 years, or 5 years as selected by USER in Schedule A, page 4 of this Agreement. The term shall begin on 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 via DIADEM 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 and/or DIADEM.

b. Immediately upon expiration of the License, USER shall cease all use of the DATABASE and DIADEM. Within one (1) month after expiration, USER shall complete, sign, and return Schedule B of this Agreement to AICHE. USER AGREES THAT RETURN OF THE SIGNED SCHEDULE B IS A CONDITION OF THIS LICENSE AND USER SHALL INDEMNIFY AICHE FOR ALL REASONABLE ATTORNEYS' FEES AND OTHER FEES, COSTS AND EXPENSES THAT AICHE MAY INCUR TO ENFORCE RETURN OF THE SIGNED SCHEDULE B AND/OR FOR ANY UNAUTHORIZED USE OF THE DATABASE AND/OR DIADEM OR ANY OF THE LICENSED MATERIAL AFTER THE TERMINATION OR EXPIRATION OF THIS LICENSE.

c. USER may not assign or transfer the License. USER will not allow use of the DATABASE or DIADEM 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 and DIADEM for internal use only (a separate license granting permission for 3rd party distribution may be obtained with separate terms/conditions/pricing). USER may not transfer, sell, publish, or commercialize the DATABASE or DIADEM or publish any individual contents of the DATABASE (including but

not limited to: individual data points, references, quality codes, correlations or correlation coefficients) without the express consent of AICHE. USER may use the DATABASE to develop correlations for internal use or for publication in peer-reviewed journals; however, no other use of such correlations is permitted, including but not limited to commercialization and/or any other distribution to 3rd parties. 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 and/or DIADEM shall be used only for educational purposes: the DATABASE and/or DIADEM 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.

BYU-TPL has copyright protection pending on DIADEM 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 DIADEM.

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

The License fees for the DATABASE and DIADEM 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 via DIADEM prior to USER receiving delivery of the DATABASE and DIADEM 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
USER AGREEMENT

Annual License Fees of the DATABASE with DIADEM software

Table 1 lists the annual license fees.

Table 1	
License Type	**Annual Fee**
educational stand-alone	$460
small business* stand-alone	$1,390
corporate stand-alone	$5,560
site (unlimited use)	$12,200 x WF**

*A small business by definition has < 70 total employees and < $50 million in annual gross revenues.
** Fee is $12,200 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 and/or DIADEM installed, value(s) in the DATABASE cannot be accessed by other computers or devices, and DIADEM 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:

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

Type of Institution:

- ❑ Industrial/Commercial
- ❑ Educational

Payment Method:

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

Type of License:

- ❑ Stand-Alone Installation: Number of PC's _____
- ❑ Site (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: _____

Shipping Address (if different):

Name: _____

Title: _____

Company: _____

Address: _____

_____

Tel: _____

Fax: _____

Please email signed contract to:

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

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

SCHEDULE B IS TO BE COMPLETED AND RETURNED TO AICHE WITHIN ONE (1) MONTH OF LICENSE EXPIRATION. FAILURE TO DO SO MAY RESULT IN FURTHER COSTS TO USER, SUCH AS ATTORNEYS' FEES AND OTHER FEES, COSTS AND EXPENSES THAT AICHE MAY INCUR TO ENFORCE RETURN OF THE SIGNED SCHEDULE B.

_____ [please insert company/organization name here] has removed, uninstalled, or otherwise deletedthe DATABASE and DIADEM from its computers. The DATABASE and DIADEM are no longer being used in any form internally, and neither the DATABASE itself nor any part thereof, as integrated into any software product or otherwise, is being distributed externally.

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

Name: _____

Title: _____

Signature: _____

Date: _____