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STANDARD LICENSE

This Standard License (this “Contract”) is a contract between Chemstations, Inc., a Delaware corporation (“CHEMSTATIONS”) and you (“You”). You are an individual person, or you are an employee or other agent of an entity on whose behalf you are accepting this Contract (You and such entity are collectively “LICENSEE”). You must be at least 18 years old and have attained the age of majority in the province, state or country in which you live.

This Contract covers Your use of the CHEMSTATIONS product that you are downloading or installing (the “CHEMSTATIONS Product”). If You do not agree to the terms and conditions of this Contract, the LICENSEE may not use or possess the CHEMSTATIONS Product.

YOUR USE OF THE CHEMSTATIONS PRODUCT AFFIRMS LICENSEE’S ASSENT TO THIS CONTRACT.

If You do not agree to the terms and conditions of this Contract, select the “NO” button below this Contract.

- 1. Definitions.** Terms not defined in this Contract have the same meaning as in the Master Agreement. The definitions of such terms are incorporated by reference.
 - A.** “Accepted Order Form” means a License Order Form that CHEMSTATIONS has accepted in writing.
 - B.** “License Order Form” means a document entitled “License Order Form” or “Legacy Customer Order Form” (each an “Order Form”) executed by LICENSEE and CHEMSTATIONS, and any subsequent document, substantially in the form of an Order Form, that evidences LICENSEE’s and CHEMSTATIONS’ written agreement for CHEMSTATIONS to license one or more CHEMSTATIONS Products to LICENSEE.
 - C.** “License Manager” means a third party license management/authorization application from SafeNet Inc. that CHEMSTATIONS may provide with the CHEMSTATIONS Product.
 - D.** “Regular License” means any license for a CHEMSTATIONS Product other than a Trial License.
 - E.** “System Authorization Code” means a code generated by a software mechanism that CHEMSTATIONS may provide with the CHEMSTATIONS Product in order to manage that product’s license authorization or to confirm authorized use of that product.
 - F.** “Trial License” means a no charge, very limited duration license for a CHEMSTATIONS Product granted by CHEMSTATIONS for the LICENSEE’s evaluation or educational purposes.
- 2. Related Agreements.**
 - A.** If this Contract is for a Full License:
 - (1)** LICENSEE acknowledges that there are in force, between LICENSEE and CHEMSTATIONS, an instance of one of the following sets of terms and conditions: (A) an Accepted Order Form and Standard Terms and Conditions; (B) an Accepted Order Form, Standard Terms and Conditions, and Academic User Limitations, or (C) an Accepted Order Form and a pre-existing agreement between CHEMSTATIONS and LICENSEE identified in such Accepted Order Form. (Those terms and conditions that are in force between CHEMSTATIONS and LICENSEE are collectively the “Master Agreement”);
 - (2)** This Contract amends the Master Agreement. In all other respects LICENSEE ratifies the Master Agreement; and
 - (3)** This Contract, together with the terms of the Master Agreement (including the applicable Accepted Order Form) constitute a single agreement.
 - B.** If this Contract is for a Trial License:
 - (1)** LICENSEE warrants and represents that the information that LICENSEE has provided to CHEMSTATIONS is true and correct;
 - (2)** The License Duration is for the length of time that CHEMSTATIONS has stated to LICENSEE in writing, but in no event more than 60 days (the “Trial License Period”);
 - (3)** CHEMSTATIONS may, but has no obligation to, provide Standard Maintenance or any other services in connection with the CHEMSTATIONS Product; and
 - (4)** Upon expiration or termination of the Trial License, LICENSEE will cease using the CHEMSTATIONS Product and erase it from LICENSEE’s storage devices.
- 3. License Grant.** Subject to LICENSEE’s payment in full of the applicable fees, CHEMSTATIONS grants to LICENSEE a non-exclusive, non-transferable, and limited license to use the CHEMSTATIONS Product in executable format, and any and all accompanying documentation, solely for LICENSEE’s internal operations.
- 4. Term.** The license and this Contract will remain in effect for the License Duration set forth on the applicable Accepted Order Form, unless terminated earlier in accordance with the Master Agreement; provided, however, that if this Contract is for a Trial License, then the license and this Contract will remain in effect for the shorter of: the Trial License Period or as long as LICENSEE is not in breach of this Contract.
- 5. Prohibitions.** Under no circumstances is the CHEMSTATIONS Product to be used without either a CHEMSTATIONS’ dongle (hardware key), the License Manager, or a System Authorization Code. LICENSEE will not, and will not attempt, to:
 - A.** Pledge, encumber, lend, sell, rent, license, assign, or otherwise transfer the CHEMSTATIONS Product (any and all such attempts are void and of no effect);
 - B.** Disassemble, de-compile, reverse engineer, or otherwise attempt to discover the source code of the CHEMSTATIONS Product, except, and only to the extent that, the applicable law expressly permits such activity;
 - C.** Modify or create derivative works of the CHEMSTATIONS Product;

- D. Use the CHEMSTATIONS Product for any purpose not expressly described in the applicable documentation;
 - E. Evade, “crack,” or otherwise bypass or evade the CHEMSTATIONS Product’s security or user limitations; or
 - F. Use the CHEMSTATIONS Product for any illegal purpose.
- 6. Ownership and Proprietary Rights.** CHEMSTATIONS and its licensors are the owners of the CHEMSTATIONS Product. LICENSEE does not own the copy of the CHEMSTATIONS Product, but rather takes possession subject to this Contract.
- A. Licensee acknowledges that the CHEMSTATIONS Product and its structure, sequence, organization, and source code constitute valuable trade secrets of CHEMSTATIONS and that the CHEMSTATIONS Product contains other trade secrets and confidential information of CHEMSTATIONS or its licensors.
 - B. LICENSEE will never disclose the CHEMSTATIONS Product, except to a person or entity that has a lawful need know and that is subject to an obligation of non-disclosure.
 - C. CHEMSTATIONS retains and reserves exclusive ownership of all intellectual property rights in and to the CHEMSTATIONS Product, including without limitation, any derivative works or modifications.
 - D. All rights not expressly granted to LICENSEE in this Contract remain in CHEMSTATIONS or its licensors.
- 7. Export Restrictions.** The CHEMSTATIONS Product is subject to United States export laws and regulations. LICENSEE will comply with all domestic and international export laws and regulations that apply to the CHEMSTATIONS Product. These laws include restrictions on destinations, end users and end use. Licensee will not export or re-export the PRODUCT without the prior, express, and written consent of CHEMSTATIONS or without the appropriate United States or foreign government license(s).
- 8. DIPPR Sublicense Terms and Conditions.** Provided with the CHEMSTATIONS Product(s) is a version of the DIPPR (Design Institute for Physical Properties Research) limited version database (the “DIPPR Database”). Pursuant to an agreement between CHEMSTATIONS and the American Institute of Chemical Engineers (“AICHe”), CHEMSTATIONS grants LICENSEE a sublicense to the DIPPR Database, subject to the terms and conditions of this Contract and this Section 8:
- A. This sublicense commences upon LICENSEE’s agreement to this Contract and will remain in effect for the term of this Contract. This sublicense terminates automatically and without notice upon the termination or expiration of this Contract.
 - B. Further distribution of the DATABASE via hard-copy, CD-ROM, or electronically in any format or by any other means by LICENSEE is prohibited.
 - C. Access to the DATABASE from outside the LICENSEE’S organization shall be prohibited.
 - D. Upon expiration or termination of this Contract, LICENSEE will cease all use of the DIPPR Database.
 - E. LICENSEE shall indemnify and hold AICHe harmless from any claim, damages, suit or proceeding arising from dissatisfaction of the contents of the DATABASE, including AICHe’s liability for reasonable attorney’s fees and expenses in defending such claims.
 - F. 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 DATABASE WILL SATISFY THE USER’S REQUIREMENTS OR THAT THE DATABASE IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE DATABASE WILL BE UNINTERRUPTED. THE USER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE DATABASE AND FOR TESTING AND EVALUATING IT BEFORE ANY USE OF OR RELIANCE ON IT. THE USER ASSUMES, WITHOUT LIMITATION, ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF THE DATA INCLUDED IN THE DATABASE.
- 9. Standard Maintenance Limitations.** Provisions to the contrary notwithstanding, CHEMSTATIONS will have no obligation to provide Standard Maintenance or any other services in connection with the CHEMSTATIONS Product, if:
- A. Any payment from LICENSEE is past due;
 - B. LICENSEE is in breach of the Master Agreement or this Contract;
 - C. The version of the CHEMSTATIONS Product is a version other than the most current version of that CHEMSTATIONS Product;
 - D. The CHEMSTATIONS Product has been modified by or on behalf of LICENSEE by other than CHEMSTATIONS;
 - E. LICENSEE fails to comply promptly with CHEMSTATIONS’ reasonable request for information concerning a possible malfunction of the CHEMSTATIONS Product reported by LICENSEE;
 - F. LICENSEE is using the CHEMSTATIONS Product in an operating environment not supported by CHEMSTATIONS;
 - G. LICENSEE is using the CHEMSTATIONS Product other than in accordance with the applicable documentation; or
 - H. If providing such maintenance or other services would constitute a violation of applicable law, including United States export regulations.
- 10. Limited Warranty.** The CHEMSTATIONS Product will perform in accordance with the applicable documentation for 30 days after the date of installation. Provided that LICENSEE promptly reports within such 30 days any way in which the CHEMSTATIONS Product does not so perform,

then as LICENSEE's exclusive remedy and CHEMSTATIONS' sole liability, CHEMSTATIONS will either cause the CHEMSTATIONS Product to perform in accordance with that documentation within a subsequent 30 day period or return the license fee to LICENSEE.

- 11. Indemnification and Defense.** CHEMSTATIONS agrees to defend, at its own expense, any claim against Licensee asserting that the CHEMSTATIONS Product infringes the copyright or trademark of another (an "Infringement Claim"). Subject to the limitations of this Contract and the Master Agreement, CHEMSTATIONS will indemnify Licensee against any damages finally awarded against Licensee, after all appeals are exhausted, as a result of an Infringement Claim; provided, however, that:
- A.** Licensee promptly notifies CHEMSTATIONS in writing when Licensee has knowledge of an Infringement Claim;
 - B.** LICENSEE promptly cedes in writing to CHEMSTATIONS the sole control of the defense of any action and all negotiations for its settlement or compromise;
 - C.** LICENSEE provides reasonable assistance and cooperation in the defense of such Infringement Claim;
 - D.** LICENSEE is not in breach of this Contract or the Master Agreement; and
 - E.** LICENSEE pays all amounts when due to CHEMSTATIONS.
- 12. Exceptions to Indemnification.** CHEMSTATIONS will not be liable for any costs or expenditure incurred by Licensee without CHEMSTATIONS' prior, express, and written consent. CHEMSTATIONS will have no liability in connection with Section 11 (Indemnification and Defense) for an Infringement Claim based on, or resulting from:
- A.** Modifications of the CHEMSTATIONS Product by anyone other than CHEMSTATIONS;
 - B.** Any and all claims with respect to the DIPPR Database; and
 - C.** Use of the CHEMSTATIONS Product in combination with software from anyone other than CHEMSTATIONS or in combination with any hardware.
- 13. Remedy.** If an injunction or order is obtained against Licensee's use of the CHEMSTATIONS Product by reason of the Infringement Claim, or, if in CHEMSTATIONS' opinion, the CHEMSTATIONS Product is likely to become the subject of an Infringement Claim, CHEMSTATIONS will, at its expense, and in the following order of precedence:
- A.** Attempt to procure for Licensee the right to continue using the CHEMSTATIONS Product;
 - B.** Attempt to modify or replace the CHEMSTATIONS Product with a compatible, functionally equivalent, non-infringing Product; or
 - C.** If neither (A) nor (B) is commercially reasonable, the LICENSEE will return the CHEMSTATIONS Product and all related materials to CHEMSTATIONS and CHEMSTATIONS will issue to LICENSEE a credit for the CHEMSTATIONS Product equal to a pro-rata adjustment of the license fee based on the remaining paid-up portion of the License Duration. The License Duration will be deemed to have expired and termination will proceed in accordance with the terms of the Master Agreement.

Sections 11 (Indemnification and Defense), 12 (Exceptions to Indemnification), and 13 (Remedy) state CHEMSTATIONS' entire liability for infringement or misappropriation.

- 14. General.**
- A. No Assignment.** Licensee may not, in whole or in part, assign its rights or delegate its obligations under this Contract. Any such attempts will be void. CHEMSTATIONS may assign this Contract, in whole or in part, at any time with or without notice to LICENSEE.
 - B. No Third Party Beneficiaries.** This Contract does not create, and shall not be construed as creating, any right enforceable by any person not a Party to the Master Agreement, except that CHEMSTATIONS' licensors are third party beneficiaries of this Contract and may enforce the provisions of this Contract on their own behalf.
 - C. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable to any extent then:
 - (1) Such provision will (to the extent it is invalid, illegal or unenforceable) be given no effect and will be deemed not to be included in this Contract, but without invalidating any of the remaining provisions of the Contract; and
 - (2) The parties will use all commercially reasonable efforts to replace the invalid, illegal, or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.
 - D. No Waiver.** No delay or omission by either Party to exercise any right or power it has under this Contract or the Master Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
 - E. Remedies Cumulative.** All remedies provided for in this Contract or the Master Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise, except where expressly provided otherwise in this Agreement.
 - F. Warranty Disclaimers.**
 - (1) EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 10 (LIMITED WARRANTY) THE CHEMSTATIONS PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CHEMSTATIONS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE SELECTION, QUALITY, AND PERFORMANCE OF THE CHEMSTATIONS PRODUCT IS WITH THE LICENSEE. CHEMSTATIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CHEMSTATIONS PRODUCT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE CHEMSTATIONS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. IF LICENSEE IS RELYING UPON THE ACCURACY OF RESULTS FROM THE CHEMSTATIONS PRODUCT, LICENSEE EXPRESSLY ASSUMES THE DUTY OF CONFIRMING BY OTHER, INDEPENDENT MEANS ANY AND ALL RESULTS OBTAINED FROM USE OF THE CHEMSTATIONS PRODUCT.
 - (2) THE DIPPR DATABASE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO THE DIPPR DATABASE, CHEMSTATIONS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE SELECTION, QUALITY, AND PERFORMANCE OF THE DIPPR DATABASE IS WITH THE LICENSEE. CHEMSTATIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DIPPR DATABASE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE DIPPR DATABASE WILL BE UNINTERRUPTED OR ERROR FREE. IF LICENSEE IS RELYING UPON THE ACCURACY OF RESULTS FROM THE DIPPR DATABASE, LICENSEE EXPRESSLY ASSUMES THE DUTY OF CONFIRMING BY OTHER, INDEPENDENT MEANS ANY AND ALL RESULTS OBTAINED FROM USE OF THE DIPPR DATABASE.

- G. Limitation Of Damages.** CHEMSTATIONS WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, ANY CHEMSTATIONS PRODUCT, THE DIPPR DATABASE, OR LICENSEE'S USE OF ANY SERVICES OR GOODS PROVIDED IN CONNECTION WITH THIS CONTRACT OR THE MASTER AGREEMENT, INCLUDING ANY CHEMSTATIONS PRODUCT. CHEMSTATIONS WILL NOT BE LIABLE FOR DAMAGES AS INDICATED ABOVE, EVEN IF CHEMSTATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (1) IF THIS CONTRACT IS FOR A REGULAR LICENSE, IN NO EVENT WILL CHEMSTATIONS BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE GREATER OF: (a) THE MONIES PAID BY LICENSEE TO CHEMSTATIONS PURSUANT TO THE MASTER AGREEMENT IN THE PRECEDING SIX MONTHS, OR (b) ONE THOUSAND DOLLARS. IF THIS CONTRACT IS FOR A TRIAL LICENSE, IN NO EVENT WILL CHEMSTATIONS BE LIABLE FOR ANY AMOUNT IN EXCESS OF TEN DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.
 - (2) NO ACTION, REGARDLESS OF ITS FORM, ARISING OUT OF THIS CONTRACT OR THE MASTER AGREEMENT, MAY BE BROUGHT BY LICENSEE MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
- H. Independent Contractors.** CHEMSTATIONS and LICENSEE are independent contractors and nothing in this Agreement will be construed as creating any partnership, joint venture, employment, or agency relationship between the Parties.
- I. Security Mechanisms.** CHEMSTATIONS takes all legal steps to eliminate piracy of their software products. In this context, the CHEMSTATIONS Product may include a security mechanism that can detect the installation or use of illegal copies of the CHEMSTATIONS Product, and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the CHEMSTATIONS Product. By using the CHEMSTATIONS Product, you consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected.
- J. Force Majeure.** Except for LICENSEE's payment obligations, neither Party will be liable to the other Party under this Agreement for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause (including labor disputes, strikes, earthquake, floods, fire, lightning, utility or communications failures, earthquakes, vandalism, war, acts of terrorism, riots, insurrections, embargoes, or laws, regulations or orders of any governmental entity) beyond such Party's reasonable control.
- K. Dispute Resolution.** Subject to Subsection 14(J)(2), any dispute between the Parties, either with respect to the interpretation of any provision of this Contract or the Master Agreement, or with respect to performance by CHEMSTATIONS or LICENSEE under this Contract or the Master Agreement will be controlled by this Subsection 14 (J), provided, however, that for LICENSEE's breach or threatened breach of this Contract or the Academic User Limitations, as applicable, CHEMSTATIONS may seek such legal and equitable remedies as may be available, including injunctive relief without the requirement of posting a bond.
- (1) **Informal Resolution.** Upon the written request of either Party, each of the Parties will appoint a designated representative with corporate authority to resolve disputes, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.
 - a. The designated representatives will meet as often as the Parties deem reasonably necessary to gather and share information concerning the dispute.
 - b. Such designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of initiating an arbitration.
 - c. During the course of such negotiation, all reasonable requests made by one Party to the other Party for non-privileged information, reasonably related to this Contract or the Master Agreement, will be honored in order that each of the Parties may be fully advised of the other's position.
 - d. The specific format for such negotiations will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statement of facts or written statements of position furnished to the other Party.
 - e. Notwithstanding the provisions of this Subsection 14(J)(1), at any time, either Party may demand arbitration proceedings in accordance with Subsection 14(J)(2) (Arbitration).
 - (2) **Arbitration.** If the Parties are unable to resolve the dispute in accordance with Subsection 14(J)(1), then either Party may give written notice of a demand to the other Party to arbitrate such dispute and the Parties will proceed in accordance with this Subsection 14(J)(2). The Parties agree to apply, and abide by, the American Arbitration Association Rules for Commercial Disputes. The arbitration dispute will be administered by the American Arbitration Association.
 - a. There will be one arbitrator and such arbitrator will have at least the following qualifications: (i) a B.S. or more advanced degree in chemical engineering or a B.S. or more advanced degree in chemistry, if the arbitrator has at least one year of work experience in industrial chemistry; and (ii) the arbitrator has worked in the computer software industry for at least five years.
 - b. The discovery period for any arbitration will begin 21 days after the demand for arbitration is made to the other Party and discovery will conclude 30 days later.
 - c. Each Party may take a total of no more than 10 hours of depositions.

- d. Each Party will produce all relevant documents to the other within 14 days after demand for arbitration is made.
 - e. Each Party will produce a written list of all individuals with relevant knowledge about the dispute within 14 days after demand for arbitration is made.
 - f. The arbitration hearing will take place within 90 days after demand is made for arbitration.
 - g. The arbitration and all correspondence in connection with the arbitration will be conducted in English as spoken in the United States.
 - h. The location for the arbitration hearing will be in Houston, Texas, U.S.A.
 - i. The arbitration hearing will last no more than two days and all post hearing briefs will be delivered to the arbitrator within 10 days following the hearing.
 - j. A hearing transcription will be made and each Party will pay half of its cost.
 - k. The arbitrator will issue an award within 14 days following the conclusion of the arbitration hearing.
 - l. The arbitration award will be for an amount of money only, if appropriate. The arbitrator may not grant any equitable relief or specific performance of any terms of the Agreement. The arbitrator must enforce the provisions of the Master Agreement and this Contract including Subsection 14(F) (Warranty Disclaimers) and Subsection 14(G) (Limitation of Damages).
 - m. The arbitration award will determine which Party will reimburse the other Party for the cost of the arbitration.
 - n. The arbitration award will be final and not subject to appeal, except in the event of fraud or misconduct of the arbitrator.
 - o. In any arbitration, the prevailing Party will be entitled to recover, in addition to its damages (subject to limitations stated elsewhere in this Agreement), its reasonable attorneys' fees, expert witness fees, costs of arbitration, and other ordinary and necessary costs of litigation, as determined by the arbitrator. Such costs include costs of any legal proceedings brought to enforce an arbitration award, judgment, or decree.
- L. Interpretation.** In the interpretation of this Contract, except where the context otherwise requires: "day" means calendar day; "including" or "include" does not denote or apply any limitation; "or" has the inclusive meaning "and/or;" "and/or" means "or" and is used for emphasis only; "\$" refers to United States dollars; the singular includes the plural, and vice versa, and each gender includes each of the others; captions or headings are only for reference and are not to be considered in interpreting the Agreement; "Section," and "Subsection" refer to a Section and Subsection, respectively, of this Agreement, unless otherwise stated in this Agreement; if an ambiguity arises in a Subsection's or Section's cross-reference to another Subsection or Section, the cross-referenced heading controls over the cross-referenced Section number; all references to time mean the time in Houston, Texas.
- M. Precedence of Documents.** Provisions to the contrary notwithstanding, if the Academic Users Limitations are in force between LICENSEE and CHEMSTATIONS and if there is any ambiguity or conflict between the Academic Users Limitations and this Contract, the Academic Users Limitations will prevail. Except as set forth in the foregoing sentence, if there is a conflict or ambiguity between this Contract and the Master Agreement, this Contract will prevail.
- N. Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Texas, U.S.A. without regard to its conflicts of laws rules. This Agreement is performable in and the payment obligations are due in Harris County, Texas. This Contract and the rights and obligations of the Parties will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the Parties.
- O. Governing Language.** The governing language of this Contract is English as spoken in the United States. If this Contract is translated, the English version will control over the translation. Any and all notices and other correspondence regarding this Contract will be in English as spoken in the United States.
- P. Survival.** In addition to the provisions of the Master Agreement that survive, the following Sections will survive the expiration or termination of this Contract for any reason: Section 1 (Definitions), Section 6 (Ownership and Proprietary Rights), Section 14 (General).

BY SELECTING THE "YES" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF THIS CONTRACT; AND YOU ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS CONTAIN WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND LIMITATIONS OF REMEDIES.