

Definitions:

In these conditions the following definitions are used. "GEXCON" means: Gexcon AS, having its registered office and principal place of business in Bergen, Norway. "AICHE" means: The American Institute of Chemical Engineers, a New York State incorporated association. "DIPPR DATABASE" means: the chemical data retrieved from the DIPPR® 801 Database from AICHE. "SOFTWARE" means: the computer programs EFFECTS and RISKCURVES, including supplied documentation, help files, chemical database(s) and protection key(s) as well as (if any) updates, add-ons and other downloadables to the SOFTWARE. "USER" means: the client of GEXCON that purchased SOFTWARE and accepted these conditions.

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Article 3

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SOFTWARE is provided to USER "as is". Neither GEXCON nor its suppliers including, but not limited to, AICHE make any representation or warranty of any kind including but not limited to warranties of fitness for a particular purpose, satisfactory quality, accuracy, non infringement or merchantability, nor are any such warranties to be implied with respect to any GEXCON materials or any services furnished or any information, data, software, or algorithms provided or any results thereof.

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Article 6

To our information, the AICHE has exerted reasonable efforts to verify that the data contained in the DIPPR DATABASE has been selected on the basis of sound scientific judgement. However, AICHE makes no warranties to that effect. The DIPPR 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 nor GEXCON shall 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 DIPPR DATABASE even if advised of the possibility of such damages. AICHE nor GEXCON warrant that the DIPPR DATABASE will satisfy USER's requirements nor that the DIPPR DATABASE is without defect or error nor that the operation of the DIPPR DATABASE will be uninterrupted. USER is solely responsible for determining the suitability of the DIPPR DATABASE 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 included in the DIPPR DATABASE.

Article 7

In case USER neglects or fails to perform or observe any of these conditions, USER is liable for all damage emanating from such act. In that case the right to use SOFTWARE expires immediately while all the obligations of USER remain in full force. Additionally, GEXCON has the right to revoke the validity of the protection key, if supplied.

Article 8

Helpdesk support will be limited to such assistance as GEXCON may deem reasonable to effectively operate the SOFTWARE by USER. Such support will solely be provided via e-mail. Maintenance updates and new versions, if any, of SOFTWARE will be made available as download via the internet to USER.

Article 9

If SOFTWARE is delivered as "university edition", the following additional conditions apply:

- (a) Licenses are only available to recognised academic institutions at the discretion of GEXCON.
- (b) Use is limited to employees of such institutions and their registered students.
- (c) All commercial use of SOFTWARE is prohibited.
- (d) Any publications or presentations using data generated by SOFTWARE must cite the product name and its version number.
- (e) Helpdesk support is not available.

Article 10

The competent court in The Hague, The Netherlands, shall determine all disputes arising from or in connection with the present conditions, or from any further agreements relating thereto. The substantive Laws of the Netherlands are applicable. The *Vienna Convention on the International Sale of Goods* (Vienna 1980) shall not apply.