

STN Information Keep & Share ProgramSM NTIS Database

These STN Keep & Share Program – NTIS terms and conditions are <u>in addition to</u> the <u>STN Information Keep & Share Program General Database Terms and Conditions</u>. The following <u>NTIS</u> (the "Database Provider") use and distribution restrictions (the "Restrictions") apply to the STN customer and its users' (collectively, the "Customer") use of the NTIS Database file on STN (the "Database"). In the event of any conflict between the terms of these Restrictions and the STN Information Keep & Share Program General Database Terms and Conditions, these Database Provider terms shall control.

Any use of the Database outside the rights set forth below without the express written permission of the Database Provider is strictly prohibited. These terms and conditions are subject to change from time to time at the discretion of Database Provider and/or CAS, and such changes will be effective immediately upon notice or publication of changes.

Individual Use. Authorized users may capture, retain and use NTIS data in any form and on any medium and for any period of time, provided that such data are used exclusively by a single individual who is an authorized user. Said authorized users may reproduce and distribute NTIS data solely for the purposes of providing said data to other authorized users. No copies of the NTIS Database or any portion thereof may be made for the purposes of replacing the NTIS database or as a substitute for the license, lease, or purchase of any established service or product. Distribution to Third Parties. Absent explicit prior written permission from NTIS, in order to protect the copyright inerests and privileges of other parties who have granted NTIS permission to reproduce their data, authorized users may distribute NTIS data only as follows:

- 1. for publication in a copyright work, provided that such data are incidental to the subject matter of the work;
- 2. for publication in reports to a United States federal, state, country, or municipal government agency, provided that such reports and such data are required by rules, regulations, or law of any of the above governmental agencies;
- for distribution of up to twenty-five (25) printed copies, at the same site, provided that said distributions are made solely to individuals who are themselves authorized users, and that NTIS is clearly identified as the source of the data on every printed page;
- 4. for distribution of a single electronic copy at the same site, provided that said distribution is made solely to individuals who are themselves authorized users, and that NTIS is clearly identified as the source of the data at least once in each such distribution;
- 5. for one-time distribution of a single printed copy to a single individual at a remote site, provided that NTIS is clearly identified as the source of the data on every printed page, and that no copy or copies are retained by the authorized user who is distributor;
- 6. for one-time distribution of a single electronic copy to a single individual at a remote site, provided that said individual is an authorized user, that no copy or copies are retained by the authorized user who is the distributor, and provided that NTIS is clearly identified as the source at least once in each such distribution. Other Uses.

Should any authorized user wish to make use of data derived from the NTIS Database except as permitted above, said user should be directed to contact NTIS directly, who shall respond promptly and directly to said user. For example, authorized users who wish to capture search results in computer-readable form for electronic distribution to multiple individuals at one or more remote sites of the same organization, to make printed copies of search results for distribution to multiple individuals at one or more remote sites of the same organization, to permit third parties other than authorized users to gain access to NTIS data, e.g. through gateway services, or to make any other use of such data not explicitly permitted above, may do so only upon securing appropriate permission from NTIS. Warranties. Neither the United States Government, nor any agency thereof, nor any of its contractors, subcontractors, or employees makes any warranties, expressed or implied, with respect to NTIS data, including but not limited to the implied warranties of merchantability and fitness for any particular purpose, nor assumes any legal liability for any party's use, or the results of such use, of any part of the database.