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1. AUTHORIZED USE OF INFORMATION

- A. **Member** is responsible for adherence to applicable federal and state law with respect to use of information obtained from **Scientech**.
- B. **Member** releases any ownership rights to information provided to **Scientech**, which shall have the right to use, reproduce and disclose any information provided to **Scientech**.
- C. **Member** does not have ownership rights for any databases provided by the **Scientech** service. Acceptance of this agreement and services is for usage during the effective contract period.
- D. **Member** use of information obtained from **Scientech** is expressly limited to only the sites or locations for which the membership fee has been paid; said information shall not be distributed to other company affiliates, "alliances", or other related entities for which the membership fee has not been paid. "**Member Site**" is defined as any number of adjoining existing generating units, facilities, or structures surrounded by a common property boundary and legally identified by a single site or property name at the time the contract is signed.
- E. **Member** assumes all liability for use and misuse of **Scientech** products, services, data, and Web sites by contractors. Use of **Scientech** products, services, data, and Web sites by contractors providing service to the **Member** shall only be permitted while the contractor is under direct supervision of an employee of the **Member**.
- F. Use of **Scientech** products, services, data, and Web sites by individuals not directly associated, as an employee of a site for which a membership fee has been paid shall be considered misuse of the service and a violation of copyright law. Misuse shall include: (i) use of a **Member** site's User ID and Password by a nonmember site, (ii) submittal of information requests, surveys, or surplus inventory data through a **Member** site by a nonmember site, and (iii) reproduction in any form of **Scientech** products, services, data, or materials for distribution to a nonmember site. Misuse of the program will result in termination of membership for the site that permitted the misuse without refund of the membership fee for that year. In addition, Scientech expressly reserves the right to bring suit or proceeding for injunctive relief, or to recover damages.

2. CONFIDENTIALITY AND PRIVACY POLICY

- A. **Scientech** does not release individual user names and data to any outside (non-Member) organizations (i) unless it has received the user's approval in advance to do so, or (ii) said information was obtained from public sources.
- B. Information provided to **Scientech** by a named **Member** will be disclosed (i) to current or prospective **Members**, (ii) as necessary to obtain information pertinent to **Member** requests, (iii) as necessary to provide reports of interest to **Members**, (iv) as necessary to facilitate the exchange of information among **Members**, and (v) as required by law.
- C. **Scientech** may require information deemed necessary to maintain a secure website by requesting individual information to obtain passwords and usernames for Internet applications.
- D. "Cookie" technology is employed by the **Scientech** Web site to help users navigate the site faster. As used herein, a "cookie" is a string of information that is transmitted by the Web site to the User's computer and is stored on the computer's hard drive or temporarily in memory.

3. LIMITATIONS OF LIABILITY

- A. Each **Member** hereby understands and agrees that **Scientech** will be collecting and compiling information from a number of sources, including **Members**, and that **Scientech** cannot verify or guarantee the accuracy, completeness, or suitability for use of all information gathered and disseminated to **Members**. **Scientech** shall not be liable whether in contract or tort (including negligence), strict liability, warranty or otherwise, for any injury, loss or damage, including, without limitation, any indirect, incidental or consequential damages, or for loss of profits, loss of use, loss of revenues, and the cost of replacement power if applicable caused in whole or in part by the acts or omissions of **Scientech** or its **Members** in procuring, collecting, compiling, interpreting, communicating, delivering information, performing training at the **Member's** facilities or in taking any other action under the purchased service. References to specific products and/or manufacturers or companies in no way imply endorsement, preference, or disapproval by **Scientech** or any of its employees. **Scientech** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. **Member** does not guarantee to **Scientech** the accuracy or completeness of the information furnished to **Scientech** and it shall have no liability to **Scientech** for any losses or damages arising out of the use of such information, whether in contract, tort, strict liabilities or otherwise.

4. PAYMENT TERMS

All **Scientech** invoices are due and payable within 30 days of the date on the invoice. Overdue balances are subject to an interest charge of one percent (1%) for each month or portion thereof beyond the due date. Upon execution of this agreement, yearly subscription fees are non-refundable. Multi-year contracts are subject to a cancellation penalty of 20% of remaining balance.

6. COMPUTER SECURITY

- A. Security of the **Scientech** central computers and data requires that User IDs and Passwords be issued only for use by individual users. User IDs and Passwords shall not be shared. Site-wide use of a common User ID and Password is not practical as it would require that the **Member** inform **Scientech** of any voluntary or involuntary departure of any employee, which in turn would require that the User ID and Password be changed for the entire site and hence all users at that site.
- B. A User ID and Password will be issued to a user when and only when: (i) an authorized purchase document or payment has been received by **Scientech**, and (ii) a completed user registration form has been received by **Scientech**.

7. COPYRIGHT VIOLATION

Information provided by **Sciencetech** is protected by U.S. and International Copyright law. This includes public domain information which: (i) has been reformatted for full-text search capability on the **Sciencetech** Web site, or (ii) has been summarized and categorized for easier assimilation by **Members**.

8. QUALITY POLICY

It is the policy of **Sciencetech** to perform all work in accordance with acceptable quality assurance practices. Appropriate requirements are established prior to the start of work. All technical project activity is subjected to independent review, and projects are performed in accordance with adequate procedures and work instructions. **Sciencetech** information services are not safety-related as defined by 10 CFR 50, Appendix B.

9. FITNESS FOR DUTY

It is the policy of **Sciencetech** to comply with the Drug-Free Workplace Act of 1988 by maintaining a work environment that is free from the effects of alcohol, illegal drugs, and abused prescription and over-the-counter drugs and other chemicals. For **Sciencetech** information services, the provisions of 10 CFR 26 do not apply.

SUPPLEMENTAL ASSISTANCE Supplemental Assistance is provided as a service to **Members** for obtaining needed information or staff assistance.

<u>Labor Type</u>	<u>Typical Title</u>	<u>Hourly Billing Rate</u> ⁽¹⁾
Type A	Administrative	\$ 42
Type B	Research / Technical Specialist	\$ 90
Type C	Engineer / Analyst	\$ 95
Type D	Sr. Engineer / Sr. Programmer	\$115
Type E	Project Manager	\$125
Type F	Executive Consultant	\$145
Type G	Director	\$190

⁽¹⁾ Subject to change as a result of the impact of inflation on salaries and fringe benefits costs, as well as changes in governmental legislation.

Other Direct Costs
Paper/fiche documents:

Microfiche Card Duplication	call for quote
Microfiche Page Reproduction	\$0.35 per page
Printing, Reproduction & Mail	\$0.15 per page
Fax Charges	\$1.00 per page
Overnight Courier Charges	Cost plus 20%

Digital Documents

Conversion from hardcopy or microfiche – with standard OCR	\$0.35 per page
Email transmittal of documents	\$3.50 per document

Database Usage Fee

Each usage of a database for which the Member has not subscribed	\$275 per research request
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Rush Fee

Requests requiring Sciencetech personnel to stop work and retrieve a response within 2 hours	\$50
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Miscellaneous Charges

Includes (but are not limited to) procurement of books, reports, materials, equipment, supplies, services, or computer charges from a third party.	Cost plus 20%
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