

TERMS OF USE

Commercial & Government Users

These Terms of Use apply to Commercial and Government use of the following CAS solutions: CAS SciFinder Discovery Platform, CAS SciFinder[®], CAS SciFinder, CAS Formulus, CAS Analytical Methods, and CAS Scientific Patent Explorer.

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society (ACS), grants to your organization a license to access and use the CAS product(s) set forth above to which you subscribe, together with all content, features, functionality and modules accessible in, and through, such product(s) (hereinafter collectively the "**Product**").

By using the Product, you accept and agree to be bound by these Terms of Use. CAS and Licensee may each be referred to herein as a "**Party**" or, collectively, as the "**Parties**."

1. DEFINITIONS.

- a. **Eligible Site.** A single location or address of a Licensee facility with business operations that are greater than fifty percent (50%) owned by Licensee as of the effective date of the Order. An affiliate may qualify as an Eligible Site, provided that the affiliate is greater than fifty percent (50%) owned by Licensee. Eligible Sites are set forth in the Order.
- b. **Key Contact.** A Named User designated by Licensee as the administrative point of contact.
- c. **License.** Licensee's right to use the Product as set forth in these Terms of Use.
- d. **Licensee.** The legal entity listed on the Order licensing Product access.
- e. **Named User.** A current employee of Licensee, and contractor(s) and consultant(s) provided such contractor(s) or consultant(s) are accessing and using the Product solely for private, internal purposes related to Licensee's business. Each Named User is assigned, or obtains via self-registration, a unique Product Username and password.
- f. **Order.** The Product licensing document(s), including, but not limited to, Product quotes, proposals, orders, agreements and amendments to any of the foregoing, which set forth the details of Licensee's purchase of Product access. Product Orders are incorporated herein by reference and made a part of these Terms of Use.
- g. **Personal Data.** Named User information, which may include: name (including honorific), title, user ID, security questions/answers, organization name, geographic location, IP address and other HTTP header information, phone number, email address, and other information collected from a Named User.
- h. **Restrictions.** Product use and access requirements and limitations set forth in these Terms of Use, including, but not limited to, management of Usernames, reasonableness of use, and prohibited uses described in Section 6.
- i. **Term.** The initial period of the License, as set forth in the Order, or a subsequent renewal period in which Licensee has an authorized license to use the Product.
- j. **Username.** A unique account identifier assigned to an individual Named User that is used, in conjunction with a password, to access the Product.

2. **LICENSE.** CAS grants Licensee a non-perpetual, non-exclusive License to use the Product at each Eligible

Site subject to these Terms of Use. The Product may be used only by Named Users for private, internal purposes related to Licensee's business. Licensee's right to use the Product is completely stated in these Terms of Use, and Licensee has no other or any additional rights.

3. **TERM.** The initial Term of the License is set forth in Licensee's initial Product Order. The License shall automatically renew for a term equal to the immediately preceding Term. Licensee must notify CAS in writing at least thirty (30) days in advance of renewal if Licensee does not desire to continue using the Product following the end of a Term.
4. **LICENSE FEES.** License fees ("License Fees") are set forth in Licensee's Order. License Fees for each Term are based on historical Product needs, if any, and an assessment of future Product needs as known and agreed between the Parties at the time of the assessment. If assessed parameters change during a Term leading to a significant increase in Product needs, Licensee is obliged to inform CAS immediately and the Parties agree to timely renegotiate License Fees in good faith. Such parameters include, but are not limited to, cancelling access to commercial vendor database subscriptions or products, transferring usage from other commercial vendor database subscriptions or products to the Product, adding sites, mergers, and acquisitions.

CAS will provide Licensee with renewal License Fees in writing, at least sixty (60) days prior to the end of Licensee's initial Term and each subsequent renewal Term. CAS' intent is to provide Licensee with subsequent renewal fees consistent with the standard Product price increase provided to all Product customers. This assumes that Licensee's Product needs do not change significantly during the current Term.

5. **PAYMENT.** Unless otherwise set forth on the invoice, all payments shall be made in US Dollars. Licensee agrees to pay all invoiced amounts in accordance with payment terms set forth on the invoice. Licensee may not change the type of currency during the Term. License Fees are non-refundable.

CAS reserves the right to disable Product access until receipt of full License Fee payment. If Licensee has requested and CAS has approved providing Licensee's invoice to a third party for payment, in the event such third party fails to submit payment to CAS, Licensee remains fully liable for the amount of the unpaid License Fees.

6. PRODUCT USE.

- a. **Assignment & Individual Use of Username.** Licensee shall either submit in writing the request for assignment of Usernames to help@cas.org, or obtain a Username and password via self-registration. For Licensees in Japan, please submit written requests to CAS' agent in Japan, or obtain a Username and password via self-registration. The creation of generic usernames, such as "chemistrylibrary@", is prohibited. Each Named User may use only the Username and password assigned to them or obtained via self-registration and may not share their Username or password with any other person.
- b. **Reasonableness of Use.** CAS will monitor the volume of searching and downloading activity of Licensee's Named User population on a routine basis, for the purposes of (i) benchmarking "average" use, noting any significant variance in patterns of usage of Licensee's Named User population or particular Named User(s), and (ii) ensuring compliance with these Terms of Use. CAS may ask the Key Contact and the Named User(s) involved to discuss with CAS any usage pattern(s) CAS questions and, if necessary, work with CAS to reach a solution if a problem is uncovered.

If CAS determines that use is excessive or violates these Terms of Use, CAS may (i) de-activate Username(s) at issue and bar the Named User(s) associated with such Username(s) from using the Product, or (ii) terminate the License in its entirety. CAS prefers to resolve these types of issues with Licensee without de-activating Usernames or terminating the License in its entirety and will use reasonable efforts to do so. For purposes of this section, "excessive" shall include (i) use, search activity, downloading and/or exporting that is materially greater than, or different from, typical use patterns of searching, downloading or exporting, and/or (ii) activity that is indicative of an otherwise manual process being automated.

c. **Prohibited Uses.** Licensee and its Named Users shall not:

- i. Create or compile, directly or indirectly, manually, via automated programming, or otherwise (e.g., a

script written to extract and download any data within the Product in batches), a collection, compilation, database or directory from the Product;

- ii. Use any script/macro to automate an otherwise manual process, including but not limited to, an attempt to login to the Product utilizing an automated process;
 - iii. Use the Product for the purposes of machine learning, algorithmic development, testing or enhancing, or any other artificial intelligence purposes;
 - iv. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the Product;
 - v. Use the Product in conjunction with federated search tools, or for any other purpose, including but not limited to distribution of the Product by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid;
 - vi. Reverse assemble, decompile, reverse engineer, modify, enhance, adapt, create derivative works or otherwise attempt to derive source code from (or the underlying ideas, algorithms, structure or organization of) the Product.
- d. **Compliance.** Licensee will use reasonable efforts to ensure that only Named Users have access to the Product and use the Product in accordance with these Terms of Use. Licensee acknowledges the CAS/ACS copyright and ownership interests in the Product, that the Product is a principal product of CAS, and the importance to ACS and CAS of maintaining these rights in the Product. Licensee will exercise reasonable, good faith efforts to:
- i. Inform Named Users of the Restrictions and to enforce the Restrictions;
 - ii. Monitor usage of the Product for compliance with these Terms of Use and the Restrictions, and notify CAS immediately of any suspected violation by any user;
 - iii. Investigate with CAS any violation or suspected violation of any of the Restrictions, whether by a Named User or unauthorized user; and
 - iv. Cooperate with CAS in the resolution of the matter.

Licensee agrees, at CAS' request, to review from time to time with CAS the efforts described above and to make such changes thereto as may be reasonably necessary. Licensee will be responsible for any failure on its part to act in compliance with these Terms of Use.

- e. **Customer Support.** Named Users may request [CAS Customer Center](#) support during regular service hours at no additional charge. If Licensee is located in Japan, Licensee may also contact CAS' local agent in Japan for customer support.
- f. **Product Updates.** Product content, features, functionality and modules may be modified, added, or removed during the Term at the discretion of CAS provided such modifications, additions or removals do not materially impede Licensee's Product use. Should CAS add or develop additional features, functionality, modules or content during a Term, CAS, in its sole discretion, may decide whether to provide Licensee with access to such files or additional features, functionality, or modules and may require the payment of additional fees. Additional fees will not be assessed except upon Licensee's confirmation of acceptance of such additional fees.
- g. **Product Pilots.** If Licensee is accessing and using the Product as part of a Product Pilot, CAS grants Licensee a non-perpetual, non-exclusive License to use the Product for the limited duration of the agreed pilot period and subject to these Terms of Use, and any additional pilot documentation ("Pilot Documentation"). During the pilot, the Product may be used only by Named Users for private, internal purposes related to Licensee's business. A Named User may not utilize the Product's export functionality during the pilot. Export permissions are only granted to Licensees purchasing a Product subscription license. Unless Licensee purchases a Product subscription license prior to the conclusion of the pilot, Named Users must destroy all content accessed in, and through, the Product. Licensee's right to use the Product during the pilot is completely stated in these Terms of Use and Pilot Documentation, and Licensee has no other or any additional rights. In the event of conflict between these Terms of Use, Pilot Documentation and this provision, this provision shall govern.
- h. **Product Previews.** From time to time, CAS may temporarily make new or modified Product features, functionality, modules and content available to Licensee at no charge ("Product Previews"). Licensee and Named Users may, but are not required to, to try such Product Previews. Use of Product Previews is

subject to these Terms of Use.

- i. **Information Use Policy.** The [CAS Information Use Policy](#) is incorporated herein by reference. This Policy may be changed at the discretion of CAS.

7. **KEY CONTACT.** Licensee must designate at least one Named User for each Eligible Site to be a Key Contact. Licensee will provide CAS with updated contact information immediately if a Key Contact is added or changed. The Key Contact will serve as CAS' first point of contact for any Named User questions or usage issues. If CAS contacts the Key Contact regarding actual or potential unauthorized use of the Product by a Named User or unauthorized user under these Terms of Use, the Key Contact and Licensee will use their best efforts to assist CAS in investigating and resolving such issues.

8. GENERAL PROVISIONS.

- a. **Mergers/Acquisitions & Divestitures.** Any company in which Licensee obtains a majority ownership may not participate under the License without the prior written consent of CAS. If Licensee divests itself of a majority ownership in any Eligible Site, such Eligible Site may no longer participate under the License.
- b. **Ownership.** The copyright and title to all property interests in or to the Product, including search queries generated by a Named User and scientific information accessed using the Product, are in, and will remain with CAS/ACS as owner. These Terms of Use do not grant Licensee any right of ownership.
- c. **Confidentiality.** Licensee and CAS both agree to keep all terms set forth in each Order confidential as if it were each Party's own confidential information.
- d. **Warranty and Liability Disclaimers.** CAS warrants that (i) the Product is free from significant defects in material and workmanship under normal use, (ii) has complete authority to grant the rights and to undertake the obligations described in these Terms of Use without the further consent of any other person or entity, and (iii) the Product, and any update(s) thereto, will perform substantially in accordance with the corresponding published specifications. CAS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE PRODUCT AND ALL INFORMATION SUPPLIED TO LICENSEE OR ITS NAMED USERS PURSUANT TO THESE TERMS OF USE, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF INFORMATION, PRODUCTS, OR SERVICES PROVIDED PURSUANT TO THESE TERMS OF USE WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, AND IS NOT LIABLE FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE PRODUCTS PURSUANT TO THESE TERMS OF USE, OR IN ANY WAY ARISING FROM THESE TERMS OF USE OR USE OF THE PRODUCT.

As part of the Product experience, CAS may provide access to third party tools, software, and services, including but not limited to application program interfaces ("Third Party Services"). CAS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. LICENSEE ACKNOWLEDGES, ON BEHALF OF ITSELF AND ITS NAMED USERS, THAT NO REPRESENTATION HAS BEEN MADE BY CAS AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR THE LICENSEE'S OR ITS NAMED USERS' INTENDED PURPOSE.

- e. **Privacy.** Each Party acknowledges and agrees that both Parties may be required to comply with certain data protection, privacy, and/or information security laws, rules, regulations, or guidelines enforced in the jurisdictions in which Licensee and/or Named Users utilize the Product related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the "Privacy Laws"). Licensee agrees that CAS may collect, use, and otherwise process Personal Data in accordance with the [CAS Privacy Policy](#), available at <https://www.cas.org/legal> and incorporated herein by reference. Each Party agrees to employ appropriate administrative, physical, and technical safeguards designed to protect the Personal Data submitted to CAS or otherwise processed through the Product. Each Party shall promptly notify the other Party in the event of any unauthorized use,

disclosure, collection, or access of Personal Data (an "Incident"). Licensee acknowledges and agrees that any such notification to impacted Named Users or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with Named Users or other data subjects, if known.

- f. **Authority.** The representative of Licensee signing the Order represents that they have the full and complete authority to bind Licensee and all its included affiliates to these Terms of Use.
- g. **General Terms.** Should any part of these Terms of Use be unenforceable, all other provisions will not be affected. If either Party does not exercise any right provided for in these Terms of Use, this does not mean that such Party waives the right to exercise such right in the future. Neither CAS nor Licensee may assign or sublicense, without the other's prior written consent, any rights, duties, or obligations under these Terms of Use to any person or entity, in whole or in part. Licensee must notify CAS in writing at least thirty (30) days in advance of any change in ownership of Licensee. These Terms of Use shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. Licensee is responsible for all risks and costs associated with its use of the Product, including, but not limited to, any and all applicable taxes and duties, such as local, use, value-added, or sales taxes, and customs duties.

Licensee shall comply with all applicable U.S. export control and sanctions laws and regulations. Licensee agrees to absolve CAS of any liability for breach of contract or any other legal or equitable claim if Licensee, or any of its parent or subsidiary companies, or any of Licensee's other affiliates, were to become subject to U.S. sanctions/export control restrictions and such sanctions/restrictions were to prevent performance by CAS. These Terms of Use may be changed at the discretion of CAS. In the event of any change that materially impacts Licensee's Product use, CAS will notify Licensee.

The foregoing GENERAL PROVISIONS shall survive the termination of Licensee's Product access for any reason.

- 9. **TERMINATION.** Licensee may not terminate Product access for convenience. Licensee's purchase to access the Product represents a commitment by Licensee to pay in full all License Fees for the duration of the Term. If either Party does not meet an obligation or promise made under these Terms of Use, the other Party may send written notice of the breach, including a reasonable cure period of not less than five (5) business days. If the breach is not cured, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching Party may terminate the License effective immediately upon written notice. On the effective date of termination of the License, the License granted to use the Product in these Terms of Use is immediately revoked, and Licensee will have no rights to use the Product. Notwithstanding the foregoing provisions, the License to use content accessed through the Product will remain in effect following termination until the conclusion of the research project for which the content is being used or after thirty-six (36) months, whichever occurs first. After such time, Licensee agrees to destroy the content and any remaining license to use the content is automatically revoked.

The foregoing TERMINATION conditions shall survive the termination of Licensee's Product access for any reason.

- 10. **NOTICES.** Any notice(s) given under these Terms of Use may be sent by electronic or certified mail to the Party's last known address.
- 11. **ENTIRE AGREEMENT.** These Terms of Use are the entire understanding between the Parties concerning the subject matter hereof, supersede all prior representations and agreements, oral or written and, except as provided herein, may not be modified unless in writing signed by authorized individuals of both Parties. A copy of Licensee's Order shall have the same legal effect as an original. Any conflict between the Order and the terms contained herein shall be resolved in favor of the Order. If Licensee uses a purchase order in conjunction with ordering or paying for the Product, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete anything in these Terms of Use or Licensee's Order. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THESE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THESE TERMS OF USE.