

TERMS OF USE

Academic Users

These Terms of Use apply to Academic Research 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. **Academic Research.** Research done in the usual course in the pursuit of a degree, use in a classroom setting, instructional (i.e., educational and training), research done by students and faculty which is (i) funded by Licensee, a government agency, or non-profit research foundations, and (ii) intended for publication in publicly available literature. For the purposes of these Terms of Use, where (i) and (ii) above have been satisfied, Product use by Licensee's students, faculty, and employees at Licensee's technology transfer office shall qualify as Academic Research.
- b. **Authorized IP Address.** An Internet Protocol address registered at Licensee's Eligible Site and under Licensee's exclusive control to be provided, in a form acceptable to CAS, by Licensee.
- c. **Commercial Research.** Research conducted directly or indirectly for any commercial purpose, including, without limitation, searches related to patentability, research performed under a consultant contract, or commercially funded contract, or research performed with the intention of delivering search results to an entity for commercial purposes or use.
- d. **Eligible Site.** All academic facilities owned and controlled by Licensee, conducting Academic Research, and approved by CAS to use and search the Product in accordance with these Terms of Use. Other academic institutions and government or commercial organizations with which Licensee may have certain affiliations that (i) are not owned and controlled by Licensee or (ii) are owned by Licensee but would otherwise use the Product for Commercial Purposes, do not qualify as Eligible Sites. Product use by such institutions or organizations requires a separate agreement.
- e. **Key Contact.** A Named User designated by Licensee as the administrative point of contact.
- f. **License.** Licensee's right to use the Product as set forth in these Terms of Use.
- g. **Licensee.** The academic institution licensing Product access.
- h. **Named User.** A current faculty or administrative staff member, or officially registered student of the Licensee.
- i. **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.
- j. **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.

- k. **Self-Registration.** The process through which a Named User creates an individual Username and password.
 - l. **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.
 - m. **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.
 - n. **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 Academic Research. Use of the Product for Commercial Research requires a separate license. Licensee's right to use the Product is completely stated in these Terms of Use, and Licensee has no other or any additional rights. If Licensee has purchased a separate perpetual license for ChemZent® content, then the ChemZent terms at www.cas.org/legal shall continue to apply to Licensee's ChemZent access and, in the event of a conflict, such ChemZent terms shall supersede these Terms of Use solely with respect to Licensee's ChemZent access.
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.** Each Named User may only have one Username and may only use the Username assigned to them. Named Users may NOT share Usernames, passwords or log-in credentials with each other or any third parties. The creation of generic usernames, such as "chemistrylibrary@", is prohibited.
- b. **Username Registration.** Each Named User must complete Self-Registration prior to accessing the Product. Access to the Product after completing the registration process is permitted from any Authorized IP Address.

- 1. **Standard Registration Process.** Subject to approval by CAS, Named Users with a Licensee issued

email address (e.g., user@Licensee.edu) will be permitted to create their own Usernames by using a special registration URL generated by a Key Contact. The URL must be access controlled (i.e., requiring a username/password combination, an Authorized IP Address or some other similar method of protecting access), so that only Named Users have access. Under no circumstances can the registration URL be publicly accessible on the internet.

2. **Registration When Licensee Email Accounts Are Not Issued.** If Licensee does not issue a Licensee email account to all Named Users (e.g., user@Licensee.edu), a Named User may complete registration for the Product with a working email account from any domain (e.g., user@gmail.com). The Named User must be physically on an Eligible Site to register. Remote registration for initial account set-up via VPN or proxy is not permitted under this circumstance. Alternatively, a Named User may register off-campus via a direct invitation sent from the Product administrator.

c. Authorized Use. Named Users may:

- i. Use the Product solely in the ordinary course of Academic Research;
- ii. Store search results in electronic form, provided that at any one time, no more than 5,000 records are stored by a Named User;
- iii. Search only for themselves; and
- iv. Share their search results in a reasonable, limited way with other Named Users working on the same or related research projects; provided, however, such sharing may not result in an aggregation of the electronic records stored by individual Named Users, or the creation of any central source of electronic records.

Stored records must be deleted when they are no longer needed by the Named User for the relevant research project, or, if a student, after the completion of Named User's degree program, whichever occurs first.

- d. 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.

e. 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.

- f. **IP Restrictions.** Licensee must report all Authorized IP Address information for each Eligible Site to CAS and each Named User may access the Product only through an Authorized IP Address. Licensee warrants:
- i. Each IP Address has been assigned exclusively to Licensee;
 - ii. Each Authorized IP Address is under the exclusive control of Licensee;
 - iii. The Product will only be used by Licensee's Named Users for use in accordance with these Terms of Use; and
 - iv. Licensee will promptly notify CAS of any changes to Licensee's IP Address(es).
- g. **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.
- h. **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.
- i. **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.
- j. **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 Academic Research. 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.
- k. **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.
- l. **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 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 & Divestures.** Any organization or other academic institution 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. **Limitation of Liability.** Provided Licensee is in compliance with the requirements of these Terms of Use, and except in instances of intentional acts or the gross negligence of Licensee, or other situations in which Licensee was or should have been reasonably aware of unauthorized use of the Product or a violation of these Terms of Use, Licensee will not be liable to CAS for the actions of a Named User or unauthorized user who violates the Terms of Use without the knowledge or consent of Licensee.
- e. **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.

- f. **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](https://www.cas.org/legal), 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.

- g. 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.
- h. 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 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.**