

TERMS OF USE

CAS Search Guard™

These Terms of Use set forth the terms under which CAS Search Guard (the “**Service**”) is provided by CAS, a division of the American Chemical Society, to your organization, as a subscriber to one or more CAS products and/or services (the “**Client**”).

The Service is provided by CAS as a means to aid in Client’s mitigation of risk associated with a range of unexpected IP and science search disruptions that Client may experience as part of its day-to-day business operations. Disruptions may include, but are not limited to, personnel attrition, vacation, family and medical leave, holidays, other unforeseen absences or resource shortages, new searcher/new domain expertise gaps, time zone gaps, research project surges and other types of unanticipated needs.

The Service is provided by CAS’ Science IP[®] research team with each member having an average of 25+ years’ experience Collectively, the Science IP research team has completed over 25,000 IP projects for academic, commercial and governmental organizations around the world in a broad range of disciplines such as diversified chemical, agrochemical, biomedical and pharmaceutical segments, as well as patent prosecution and liability, landscaping and competitive research. To view the professional bios of the CAS’ IP research team, visit <https://www.cas.org/products/science-ip/team>.

By using the Service, Client accepts and agrees to be bound by these Terms of Use. CAS and Client may each be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the General Terms of Service at www.cas.org/legal, incorporated herein by reference.

In addition to these Terms of Use, any one or more quotes, orders, proposals, agreements, statements of work, change orders and amendments to any of the foregoing, for the provision of the Service between CAS and Client (each a “**Service Order**”) and the General Terms of Service shall apply to the provision of the Service by CAS to Client.

1. Service Purpose. Client may use the Service for the following private, internal purposes related to Client’s business:

- Search and analysis requests
- QA third-party validation for Client’s internal compliance needs
- Search services using tools accessible through CAS products to which Client subscribes
- Consultation on Client’s existing information and/or search projects
- Identification of, and guidance on, alternate information resources
- Subject matter expertise on CAS products and services

2. License. Company grants to Client during the Term, a limited, non-exclusive, non-transferable, irrevocable and royalty-free license to use CAS IP contained and/or embedded in any reports, findings, and/or other deliverables resulting from the Service (the “**Deliverables**”), solely for Client’s internal, or such other, use expressly set forth in the applicable Service Order. Any other redistribution is prohibited. Any Deliverables redistributed for the aforementioned permitted purposes shall include the following: *“Redistributed with permission. Copyright © [Insert Year] the American Chemical Society (ACS). All rights reserved.”*

Use of information obtained by CAS from third party databases or research resources and provided by CAS to Client in the performance of the Service shall be governed by the third party’s terms and conditions.

3. **Service Benefits.** Service benefits are set forth in the Service Order. Service benefits must be used during the applicable period of time set forth in the Service Order (the “**Term**”). Unless otherwise approved in writing by CAS, unused Service benefits may not be carried over beyond the end of the Term. The amount of Service benefits available to Client are based upon Client’s historical use of the Service, if any, and an assessment of future Service use needs, as known and agreed between the Parties at the time of Client’s acceptance of the Service Order.
4. **Service Availability.** The Service is provided subject to availability. Unless otherwise set forth in the Service Order, Service benefits are provided subject to Client’s continued purchase of CAS product(s) and/or service(s) at a monetary value equal to, or greater than, the monetary value paid by Client at the time of Client’s acceptance of the Service Order. Client may not use the Service as a means to, or with the intention of, transferring usage from CAS products or other CAS services.
5. **Additional Fees.** In addition to fees set forth in the Service Order, Client may be invoiced for database and other research resource fees incurred by CAS in its performance of the Service. STN fixed fee and volume discount customer discounts apply, if applicable. CAS will notify, and receive Client’s consent, before incurring such fees.
6. **Key Contact.** CAS requires Client designate at least one representative of Client to serve as primary contact for all Service matters (the “**Key Contact**”). The Key Contact will serve as CAS’ first point of contact for any Service questions or usage issues. In the event that CAS contacts the Key Contact regarding actual or potential unreasonable or unauthorized Service use, the Key Contact and Client will use their best efforts to assist CAS in resolving such issues. Client agrees to notify CAS immediately if a Key Contact is added or changed.
7. **Termination.** CAS may, in its sole discretion, discontinue providing the Service to Client at any time if CAS knows, or has reason to know, Client has breached these Terms of Use, the Service Order or the General Terms of Service, or CAS discontinues the CAS Search Guard program. On the effective date of termination, CAS shall have no further obligation to provide the Service to Client.
8. **Limitation of Liability.** The information contained in Deliverables is obtained from sources believed to be reliable. CAS disclaims all warranties as to accuracy, completeness, or adequacy of such information; and shall have no liability for errors, omissions, or inadequacies in the information contained in the Deliverables or the interpretation thereof.
9. **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 the Terms of Use, this does not mean that such Party waives the right to exercise it in the future. Client may not assign or sublicense, without CAS’ prior written consent, any rights, duties, or obligations under these Terms of Use to any person or entity, in whole or in part, by contract or operation of law. Client must notify CAS at least thirty (30) days in advance in writing of any change in ownership of Client. 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. Client is responsible for all risks and costs associated with use of the Service, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties. Client shall comply with all applicable U.S. export control and sanctions laws and regulations. Client agrees to absolve CAS of any liability for breach of contract in the event that Client or any of its parent or subsidiary companies were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS. These Terms of Use may be changed at the discretion of CAS. In the event of any material change, CAS will notify Client.
10. **Entire Agreement.** These Terms of Use, the Service Order and the General Terms of Service are the entire understanding between the Parties concerning the subject matter hereof, and 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. Any conflicts between these Terms of Use, the applicable Service Order(s), and the General Terms of Service shall be resolved according to the following order of precedence (1) the applicable Service Order(s), (2) these Terms of Use (3) the General Terms of Service.