CAS Content Accessed Through GenomeQuest

Terms of Use

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society, grants to your organization (“Licensee”), a license to access and use CAS Content in GenomeQuest, and use, CAS Content. CAS Content and GenomeQuest are defined below.

By accessing and using the CAS Content in GenomeQuest, Licensee accepts and agrees to be bound by these Terms of Use. CAS and Licensee may each be referred to herein individually as a "Party" or collectively as the "Parties." For the avoidance of doubt, Licensee’s access and use of the CAS Content through CAS solutions including, but not limited to, CAS’ SciFinder® and STN® product suites and CAS Services (collectively the “CAS Solutions”) shall continue to be governed by such separate license agreement(s) between CAS and Licensee. These Terms of Use in no way supplement or replace such other agreement(s) between the Parties or Licensee’s use of CAS solutions. For a complete list of the CAS Solutions portfolio visit www.cas.org.

1. Definitions.

   a. **CAS Content.** CAS-curated biosequence content from CAS Registry® comprised of the following components, when applicable and/or available: CAS Registry Numbers®, multi-strand indexing, sequence residues, sequence type (e.g. DNA, RNA, protein), biological and/or trade names for sequence, morphology and topology, biosequence modifications, bibliographic data for the sequence’s source, keywords, roles, and synonyms. Only sequences referenced by at least one literature source will be included.

   b. **Key Contact.** A Key Contact is an individual designated by Licensee as the administrative point of contact.

   c. **License.** Licensee’s right to use the CAS Content as set forth in these Terms of Use.

   d. **Licensee.** The legal entity listed on the Order licensing the right to use the CAS Content obtained through GenomeQuest.

   e. **GenomeQuest.** The platform operated by GQ Life Sciences, Inc. and through which Licensee accesses the CAS Content.

   f. **Order.** The CAS Content licensing document(s), including, but not limited to, quotes, proposals, orders, agreements and amendments to any of the foregoing, which set forth the details of Licensee’s purchase of the CAS Content license. These Terms of Use are incorporated by reference and made a part of Licensee’s Order.

   g. **Personal Data.** Information reasonably related to an identified or identifiable natural person.

   h. **Term.** The initial period of the License, or a subsequent renewal period in which Licensee licenses access to the CAS Content.

2. **License.** CAS grants Licensee a non-perpetual, non-exclusive, non-transferrable, limited License to use the CAS Content on GenomeQuest during the Term. The CAS Content may be used only by Licensee for private, internal purposes related to Licensee’s business. If Licensee’s access to GenomeQuest is cancelled or terminated for any reason, then the license granted herein, including all rights to use the CAS Content, shall terminate immediately. Licensee’s right to use the CAS Content is completely stated herein and Licensee has no other or additional rights.

3. **Term.** The initial Term of the License is set forth in Licensee’s CAS Content Order. This License will automatically renew for a term equal to the immediately preceding Term. Licensee must notify CAS at least
thirty (30) days in advance of renewal if Licensee does not desire to continue to license the CAS Content following the end of a Term.

4. **License Fees.** License fees are solely for Licensee’s use of CAS Biosequences accessed via GenomeQuest. Access to GenomeQuest requires a separate license between Licensee and GenomeQuest provider, GQ Life Sciences, Inc. and payment of applicable platform access license fees by Licensee to GQ Life Sciences, Inc. License Fees for the initial CAS Content Term are set forth in Licensee’s Order. License Fees are based upon current CAS Content accessible through GenomeQuest. Should CAS materially increase the volume of CAS Content, or make available CAS content other than CAS Biosequences, during a Term, CAS, in its sole discretion, will decide whether or not such additional CAS Biosequences or other CAS content will be provided to Licensee. CAS reserves the right to require payment of additional license fees for such added CAS Biosequences or other CAS content.

5. **Invoicing.** Invoices will be in US Dollars. Licensee must pay all invoiced amounts in accordance with payment terms set forth on the CAS invoice. CAS Content license fees are non-refundable. If Licensee fails to timely pay the license fees, CAS may, in its discretion, instruct GQ Life Sciences, Inc. to disable CAS Content access through GenomeQuest until receipt by CAS of all then-due CAS Content license fees. 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. **Customer Support.** Licensee may request CAS Customer Center support during regular service hours at no additional charge.

7. **Key Contact.** CAS requires Licensee designate at least one individual to serve as Licensee’s administrative point of contact with CAS. Licensee will provide CAS with updated contact information immediately if an administrative contact is added or changed.

The Key Contact will serve as CAS’ first point of contact for any questions or usage issues with regard to the CAS Content. In the event CAS contacts the Key Contact regarding actual or potential unauthorized use of the Content pursuant to these Terms of Use, the Key Contact and Licensee will use their best efforts to assist CAS in investigating and resolving such issues.

8. **Information Use Policies.** The CAS Information Use Policies, available at [https://www.cas.org/legal/infopolicy](https://www.cas.org/legal/infopolicy), and incorporated herein by reference, describe the permissible use of the CAS Content. Such policies may be changed at the discretion of CAS.

9. **General Provisions.**

   a. **Mergers/Acquisitions & Divestures.** Any company which Licensee obtains a majority ownership in may not participate under this License without the prior written consent of CAS. If Licensee divests itself of a majority ownership in any Affiliate, such Affiliate may no longer participate under this License. For the purposes of these Terms of Use, “Affiliate” is defined as an organization which is greater than fifty percent (50%) owned or controlled by Licensee.

   b. **Ownership.** The copyright and title to all property interests in or to the CAS Content are in, and will remain with, the ACS as owner, and these Terms of Use does not grant Licensee any right of ownership. Licensee is prohibited from making any modifications, adaptations, enhancements, decompilations, changes or derivative works of, or to, the CAS Content.

   c. **Confidentiality.** Licensee and CAS both agree to keep all Order terms confidential as if it were each party’s own confidential information.

   d. **Warranty and Liability Disclaimers.** The CAS Content is provided as-is without warranty. CAS DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES
OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE CAS CONTENT AND ALL INFORMATION SUPPLIED TO LICENSEE PURSUANT TO THESE TERMS OF USE AND/OR ORDER, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS, DOES NOT REPRESENT THAT THE USE OF THE CAS CONTENT OR OTHER INFORMATION SUPPLIED OR SERVICES RENDERED IN CONNECTION WITH THESE TERMS OF USE OR ORDER 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 CAS CONTENT, INFORMATION OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE CONTENT, INFORMATION OR PRODUCTS PURSUANT TO, OR IN ANY WAY ARISING FROM, THESE TERMS OF USE OR ORDER.

FOR THE AVOIDANCE OF DOUBT, LICENSEE WAIVES ANY AND ALL CLAIMS AGAINST CAS, AND CAS DISCLAIMS ANY AND ALL LIABILITY, WITH REGARD TO (1) LICENSEE’S ACCESS AND USE OF GENOMEQUEST AND ALL CONTENT CONTAINED THEREIN, (2) LICENSEE’S RELATIONSHIP WITH GQ LIFE SCIENCES, INC. AND (3) ANY LICENSES, AGREEMENTS OR OTHER CONTRACTUAL RELATIONSHIPS UNDER WHICH LICENSEE AND GQ LIFE SCIENCES, INC. ARE PARTIES.

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 Licensee’s users utilize the CAS Content 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 CAS privacy policies, incorporated herein by reference, and made available at https://www.cas.org/legal/privacy (the “CAS Privacy Policy”). Each party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the Personal Data submitted to CAS. Each party shall promptly notify the other party in the event of an unauthorized use, disclosure, collection, or access of Personal Data (an “Incident”). Licensee acknowledges and agrees that any such notification to Licensee’s impacted CAS Content 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. 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 it 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 thirty (30) days in advance in writing 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 use of the CAS Content, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties.

The foregoing GENERAL PROVISIONS shall survive the termination of these Terms of Use and any applicable Order access for any reason.

10. Termination. This License may not be terminated for convenience and represents a commitment by Licensee to pay in full the 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 may send written notice of the breach, including a reasonable cure period of not less than five (5) 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 herein is revoked, and Licensee will have no further rights to use The CAS Content.
Licensee acknowledges access to The CAS Content in GenomeQuest is contingent upon mutual agreement between CAS and GQ Life Sciences, Inc. In the event CAS and GQ Life Sciences, Inc. are unable to mutually agreeable upon the terms under which The CAS Content will be made available in GenomeQuest, then CAS may immediately provide written notice of termination of these Terms of Use to Licensee.

The foregoing TERMINATION conditions shall survive the termination of these Terms of Use or and any applicable Order for any reason.

11. Notices. Any notice(s) given under these Terms of Use may be sent by electronic mail or by certified mail to the party’s last known address.

12. Entire Agreement. These Terms of Use, together the applicable Order(s), 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. A copy of Licensee’s Order shall have the same legal effect as an original. Any conflict between the Order and these Terms of Use shall be resolved in favor of the Order. If Licensee uses a purchase order in conjunction with ordering or paying for the CAS Content, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete these Terms of Use or applicable Order. ANY DISCREPANCY BETWEEN LICENSEE’S PURCHASE ORDER(S) AND THESE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THESE TERMS OF USE.

Version 09/04/2020