

End User License Agreement

This End User License Agreement (“EULA”) applies to the following CAS products: SciFinder[®], SciFinder[®], SciFinder Discovery Platform[™], STN[®], STN IP Protection Suite[™], Formulus[®], MethodsNow[®], NCI Global and CAS Scientific Patent Explorer[™].

This EULA sets forth the terms under which CAS, a division of the American Chemical Society, grants to You, the end user, a license to access and use the CAS product(s) set forth above and to which your organization subscribes, together with all content, features, functionality and modules accessible in and through such product(s) (hereinafter collectively the “**Product**”).

This is a binding legal agreement between You and CAS. Please read this EULA carefully before using the Product. This EULA contains information about CAS’ right to collect, analyze, and derive data and other information relating to the provision, use and performance of various aspects of the Product and related systems and technologies (including, without limitation, personal information and data derived therefrom).

By accessing and using the Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not use or access the Product.

You acknowledge and agree to this EULA, together with the terms of the Product Order executed between CAS and the organization through which you receive Product access (the “**Agreement**”), shall govern Your access and use of the Product. To the extent any conflict or inconsistency exists, the terms of the Agreement shall prevail unless expressly stated otherwise in this EULA. Terms not defined in this EULA shall have the meaning as set forth in the Agreement.

You further agree, unless otherwise set forth in the Agreement, any new content, features, functionality and/or modules that augment or enhance the Product, and/or any new service(s) subsequently purchased by Your organization will be subject to the Agreement and this EULA.

CAS may from time to time amend, supplement, or modify this EULA. If we make changes to this EULA that materially impact your rights or obligations under this EULA, CAS will communicate notice of the changes to You.

1. Definitions:

- a. “**CAS**”, “**We**”, “**Us**” means CAS, a division of the American Chemical Society, with a place of business at 2540 Olentangy River Road, P.O. Box 3012, Columbus, Ohio 43210-0012.
- b. “**Data**” means all electronic data or information submitted to the Product by You, your organization or its Affiliates, including Personal Information.
- c. “**Data Protection Legislation**” means (i) prior to 25 May 2018, the Data Protection Act 1998 (“DPA”); (ii) from 25 May 2018, unless it is no longer applicable, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the DPA or the GDPR.
- d. “**Electronic Communications**” mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Product.
- e. “**Personal Data**”. “**Controller**”, “**Processor**”, “**Data Subject**”, “**process**” and “**processing**” shall each have the meanings given to them in the Data Protection Legislation.

- f. **"Personal Information"** means information that is of a specific individual, such as a person's name, address, email address, and organizational name, as well as Personal Data.
 - g. **"Third Party Applications"** third party tools, software and services, including but not limited application program interfaces that interoperate with, or are access through, the Product.
2. **Accuracy of Your Contact Information.** You shall provide accurate, current, and complete information on Your name, address, email address, and phone number, while agreeing to maintain and promptly update this information if it should change.
3. **Your Lawful Conduct.** The Product allows You to send Electronic Communications directly to the Product. You agree you shall, at all times, comply with:
- i. All applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Product, including without limitation those related to privacy, Electronic Communications and anti-spam legislation;
 - ii. Export laws and regulations of the United States and other applicable jurisdictions in using the Product and obtain any permits, licenses and authorizations required for such compliance.

Without limiting the foregoing:

- i. You represent You are not named on any U.S. government list of persons or entities prohibited from receiving exports;
 - ii. You shall not permit other users to access or use the Product in violation of any U.S. export embargo, prohibition or restriction; and
 - iii. You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. You will not send any Electronic Communication from the Product that is unlawful, harassing, libelous, defamatory or threatening.
4. **Product Use Restrictions.** You are responsible for all activities conducted under Your login and for compliance with this EULA. Except as may be permitted by the Agreement and this EULA, no part of the Product may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. You agree not to access the Product by any means other than through the interfaces that are provided by CAS. You shall not do any "mirroring" or "framing" of any part of the Product specific to the Product, or create internet links to the Product which include log-in information, user names, passwords, and/or secure cookies. You will not in any way express or imply that any opinions contained in Your Electronic Communications are endorsed by CAS. You shall ensure that all access and use of the Product is in accordance with this EULA and the Agreement.

You shall not yourself, or permit any third party to:

- i. Create or compile, directly or indirectly a collection, compilation, database or directory, manually, via automated programing, or otherwise (e.g., a script written to extract and download any data within the Product in batches);
- 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 (or the underlying ideas, algorithms, structure or organization) the Product;

- vii. Service bureau use, outsource, rent, resell, sublicense, concurrently use Your login credentials, or time-sharing use of the Product;
- viii. use unauthorized modified versions of the Product, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Product;
- ix. Use the Product in a manner that is contrary to applicable law or in violation of any third party rights or privacy or intellectual property rights;
- x. Publish, post, upload or otherwise transmit Data that contains any virus, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or
- xi. Use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Product.

You agree that CAS may, with reasonably contemporaneous notice to You and/or your organization, suspend access to the Product if CAS reasonably concludes that You have violated the terms of this EULA or the Agreement, used the Product to engage in spamming or illegal activity, Your login credentials have been shared or stolen, and/or Your use of the Product is causing immediate, material and ongoing harm to CAS or others. You further agree that CAS shall not be liable to You, your organization, or any third party for any suspension of the Product under such circumstances as described in this EULA or the Agreement.

- 5. **Information Use Policy.** The CAS Information Use Policy, available at <https://www.cas.org/legal/infopolicy> is incorporated herein by reference. This Policy describes the permissible use of the content accessed via the Product and may be changed at the discretion of CAS.
- 6. **Third Party Web Sites, Products and Services.** CAS may offer certain Third Party Applications in and through the Product. Any use of such Third Party Applications by You shall be subject to the terms specified in Third Party Applications. In addition, CAS, in or through the Product, or certain third party providers may offer links to other websites, resources, Third Party Applications or services, including implementation, customization and other consulting services related to Your use of the Product. CAS does not provide any warranties with respect to any such Third Party Applications or services, whether or not such Third Party Applications are listed on or accessed in or through the Product, or designated by CAS as “certified”, “approved”, “recommended” or otherwise, or the services are provided by a third party that is a member of a CAS partner program. Any use by You of any Third Party Applications or services is solely between You and/or your organization and the applicable third party provider.

CAS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications or services that You (and/or your organization) may purchase or connect to through the Product, or any descriptions, promises or other information related to the foregoing. If You install or enable Third Party Applications or services for use with the Product, You agree that CAS may allow such third party providers to access Personal Information as required for the interoperation of such Third Party Applications with the Product, and any exchange of data or other interaction between You, your organization and a third party provider is solely between You, your organization and such third party provider. CAS shall not be responsible for any disclosure, modification or deletion of Personal Information resulting from any such access by Third Party Applications or third party providers. No purchase of such Third Party Applications or services is required to use the Product.

- 7. **Transmission, Processing and Use of Data.** You understand that Your use of the Product may require the collection, processing and transmission of Personal Information by CAS or its agents, representatives or subcontractors. CAS is not responsible for any Electronic Communications and/or Personal Information which is delayed, lost, altered, intercepted, or stored during the transmission of any data by means of third party networks (other than third parties providing computing or storage services under this EULA on behalf of CAS). Without limiting Your rights and remedies under this EULA, You acknowledge that

Personal Information will be processed by CAS and stored and processed using online hosting services selected by CAS.

Notwithstanding anything to the contrary, and subject to the provisions of the CAS Privacy Policy (available at <https://www.cas.org/legal/privacy>), CAS shall have the right to collect, analyze, and derive data and other information relating to the provision, use and performance of various aspects of the Product and related systems and technologies (including, without limitation, Personal Information and Data derived therefrom), and CAS will be free in perpetuity, to: (i) use such information and data to improve and enhance the Product and for other development, diagnostic and corrective purposes in connection with the Product and other CAS offerings; and (ii) use, and/or disclose such data and other information relating to the provision, use and performance of various aspects of the Product and related systems and technologies (including, without limitation, Personal Information and Data derived therefrom) or derivatives thereof solely in connection with its business.

- 8. Ownership of Personal Information.** All rights, title and interests in and to the Personal Information is owned exclusively by You. You acknowledge and agree that in connection with the Product, CAS, as part of its standard service offering, makes backup copies of Personal Information in Your account and stores and maintains such Personal Information, and Data, for a period of time consistent with CAS standard business processes.
- 9. Privacy and Data Protection.** For the purposes of this EULA, You acknowledge that You and/or Your organization is the Controller and CAS is the Processor.

- a. CAS shall, in relation to any Personal Data processed by CAS in connection with this Agreement:
- i. Process such Personal Data for the duration of this Agreement, and only on the Controller's written instructions, subject to applicable laws. Where CAS is relying on applicable laws to carry out processing, CAS shall, where possible, promptly notify the Controller of this before performing the relevant processing;
 - ii. Ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing, and accidental loss or destruction of, or damage to, Personal Data;
 - iii. Ensure all CAS personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - iv. Assist the Controller, at the Controller's sole cost, in ensuring compliance with the Controller's obligations under the Data Protection Legislation;
 - v. Upon Licensee's written request and subject to applicable laws, delete or return Personal Data and copies thereof to Licensee on termination of the Agreement; and
 - vi. Maintain complete and accurate records to demonstrate its compliance with this EULA and the Agreement and allow for reasonable audits by the Controller or its representative.

The Controller consents to CAS transferring the relevant Personal Data outside of the European Economic Area, and the Controller consents to CAS appointing third party processors of Personal Data. As between the Controller and CAS, CAS shall remain fully liable for all acts or omissions of its third party processors.

- b. **Processing Particulars.**
- i. Nature and Purpose: the Personal Data will be used by CAS to fulfill its obligations under this EULA and the Agreement, and will be used to provide access to and authentication to the Product, benchmarking, alerts, notifications, enhancements, help desk support, customization, personalization, product development, compliance and security.
 - ii. Types and categories of Personal Data: name, address, email address, phone number, employer/academic institution, title, and other information to enhance Named User's use of CAS products and services.

10. Warranty and Liability Disclaimers. CAS warrants that the Product is free from significant defects in material and workmanship under normal use. CAS further warrants that the Product and any update 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 YOU PURSUANT TO THIS EULA AND THE AGREEMENT, 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 THIS EULA OR THE AGREEMENT 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, OR IN ANY WAY ARISING FROM, THIS EULA OR THE AGREEMENT.

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11. Termination. If You do not meet an obligation or promise made under this EULA, CAS 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 You and CAS do not reach a satisfactory agreement on extending the cure period, then CAS party may terminate Your Product access effective immediately.

On the effective date of termination of Your Product access pursuant to the terms of this EULA or termination or expiration of the Agreement, the license granted to use the Product in this EULA is immediately revoked, and You will have no rights to use the Product. Notwithstanding, Your 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, You agree to destroy the content and any remaining license to use the content is automatically revoked.

12. General Terms.

- a. You may not assign or sublicense, without CAS's prior written consent, any rights, duties, or obligations under this EULA to any person or entity, in whole or in part.
- b. You will absolve CAS of any liability for breach of contract in the event that You become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS.
- c. Should any part of this EULA be unenforceable, all other provisions will not be affected. If CAS does not exercise any right provided for in this EULA, this does not mean that CAS waives the right to exercise such right in the future.
- d. This EULA shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. You are responsible for all risks and costs you incur as a result of Your use of the Product.

If you have any questions regarding this EULA or your use of the Product, You will contact your Product Key Contact or the [CAS Customer Center](#) at help@cas.org.