CAS Content Accessed Through Scilligence Modules

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 use the CAS Content in the Scilligence Corporation Module(s). CAS Content and Module(s) are defined below.

By accessing and using the CAS Content in the Module(s), 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.** Portions of (i) the CAS Registry®, the most authoritative collection of disclosed chemical substance information, and (ii) CAS Chemical Supplier InsightsSM, a catalog containing information about commercially available chemicals and worldwide chemical supplier information, available through the Scilligence Module(s).

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

   c. **Licensee.** The legal entity purchasing a license to use the CAS Content through the Scilligence Module(s).

   d. **Module(s).** Includes (i) Scilligence ELN with CAS, (ii) Scilligence Inventory with CAS, (iii) RegMol with CAS, and (iv) TouchMol®Office with CAS (each a “Module” and collectively the "Modules").

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

   f. **Term.** The initial period of the License, or a subsequent renewal period in which Licensee licenses access to one, or more, Modules.

2. License. CAS grants Licensee a revocable, non-perpetual, non-exclusive, non-transferrable, limited license to use the CAS Content accessed and retrieved through the Module(s) during the Term for private, internal purposes related to Licensee’s business.

Licensee shall not:

   a. 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 the CAS Content in batches);

   b. Use any script/macro to automate an otherwise manual process, including but not limited to, an attempt to login to the Module to extract CAS Content utilizing an automated process;

   c. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the CAS Content;

   d. Use the CAS Content in conjunction with federated search tools, or for any other purpose, including but not limited to distribution of the CAS Content by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid;

   e. Make any modifications, adaptations, enhancements, decompilations, changes or derivative works of, or to, the CAS Content.

If Licensee’s access to the Module(s) is cancelled or terminated for any reason, then the license granted herein shall immediately terminate. Licensee’s right to use the CAS Content is completely stated herein and Licensee has no other or additional rights.
3. **Customer Support.** Licensee may request CAS Customer Center support during regular service hours. CAS support is provided only for the CAS Content. For questions regarding the Modules, Scilligence Corporation’s products and services and technical questions related to any of the foregoing, please contact Scilligence Corporation.

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

5. **General Provisions.**
   
   a. **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. Licensee acknowledges the CAS Content is licensed, not sold. These Terms of Use does not grant Licensee any right of ownership.

   b. **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. CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS, DOES NOT REPRESENT THAT THE USE OF THE CAS CONTENT 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 LICENSEE’S ACCESS AND/OR USE OF THE CAS CONTENT OR ANY FAILURE TO PROVIDE THE CAS CONTENT PURSUANT TO, OR IN ANY WAY ARISING FROM, THESE TERMS OF USE.

   FOR THE AVOIDANCE OF DOUBT, LICENSEE WAIVES ANY AND ALL CLAIMS AGAINST CAS, AND CAS DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY, WITH REGARD TO (1) LICENSEE’S ACCESS AND USE OF THE MODULES, SCILLIGENCE PRODUCTS AND SERVICES AND ALL CONTENT CONTAINED THEREIN, (2) ANY THIRD PARTY PRODUCTS AND/OR SERVICES MADE AVAILABLE THROUGH SCILLIGENCE PRODUCTS AND SERVICES AND ALL CONTENT CONTAINED THEREIN AND (3) LICENSEE’S RELATIONSHIP, CONTRACTUAL OR OTHERWISE, WITH SCILLIGENCE CORPORATION, ITS AFFILIATES, AGENTS AND/OR REPRESENTATIVES OR ANY OTHER THIRD PARTY.

   c. **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 policy, incorporated herein by reference, and made available at [https://www.cas.org/legal/privacy](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 CAS Content authorized users or other data subjects, if known.

   d. **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. Licensee may not assign or sublicense, without CAS’s prior written consent, any rights, duties, or obligations under these Terms of Use to any person or entity, whether 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.
6. **Termination.** 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 through the Module(s) is contingent upon mutual agreement between CAS and Scilligence Corporation to make the CAS Content available through the Scilligence Modules. In the event CAS and Scilligence Corporation are unable to mutually agree upon the terms under which the CAS Content will continue to be made available through the Modules, then CAS may immediately provide written notice of termination of these Terms of Use, including the license granted herein, to Licensee. Any disputes related to license fees, including prepaid, shall be resolved between Licensee and Scilligence Corporation. CAS shall have no obligation to provide Licensee with any form of payment, credit or refund.

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

7. **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.

8. **Entire Agreement.** These Terms of Use 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 conflict between any written or oral representations, commitments, agreement(s) or contract(s) between Scilligence Corporation and Licensee in any way related to the access or use of CAS Content and these Terms of Use shall be resolved in favor of these Terms of Use. If Licensee uses a purchase order in conjunction with its order or payment to Scilligence Corporation for Module access accessing, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete these Terms of Use. 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