

ORDER FORM AND TERMS OF USE

MAILING ADDRESS For receipt of CAS STNext login ID(s), password(s), documentation, etc.).

First name	Last name	Salutation	
_____	_____	_____	
CAS STNext Login ID/username	Job title		
_____	_____		
Organization name	Division, library, or college name	Department, room, suite, or mail stop	
_____	_____	_____	
Street address			County
_____			_____
City	State, province, region	Country	Postal code
_____	_____	_____	_____
Telephone number	Fax number	Email address	
_____	_____	_____	

BILLING ADDRESS Same as mailing **Tax exempt number** _____

First name	Last name	Salutation	
_____	_____	_____	
CAS STNext Login ID/username	Job title		
_____	_____		
Organization name	Division, library, or college name	Department, room, suite, or mail stop	
_____	_____	_____	
Street address			County
_____			_____
City	State, province, region	Country	Postal code
_____	_____	_____	_____
Telephone number	Fax number	Email address	
_____	_____	_____	

- If you need additional CAS STNext Login IDs at no charge, complete the Request for Multiple Logins ID form.
- To view documentation, visit [STN User Documentation](#).

Account set-up fee: \$330
 Payment enclosed
 Bill account
 Purchase order number (optional) _____

By signing below, Customer confirms the accuracy of the above information and agrees to the Terms of Use on Page 2 of this Order Form.

Customer Signature	Date
_____	_____

This CAS STNext Order Form ("Order Form") is between CAS, a division of the American Chemical Society, and the Customer identified on Page 1 of this Order Form ("CUSTOMER"). CAS STNext transactional access (the "Product") is subject to the terms and conditions on this Page 2 of the Order Form (the "Terms of Use"). By signing the Order Form, CUSTOMER agrees to comply with the Terms of Use set forth herein. The Order Form and Terms of Use shall collectively be referred to as the "Agreement".

1. Term & Termination. The Agreement commences upon CAS' receipt and acceptance of the signed Order Form from CUSTOMER. Except as otherwise provided herein, the Order Form together with the Terms of Use shall continue until the Order Form is terminated. Either party may terminate the Order Form upon thirty (30) days written notice to the other party. On the effective date of termination, the license and all rights granted to CUSTOMER under the Agreement are immediately revoked, and, except as otherwise provided in the Agreement, CUSTOMER will have no rights to access or use The Product.

2. Product Access. The database-specific terms established by the third-database provider(s) (posted at www.stn.org) and STN Keep & Share Program are incorporated by reference and made a part of the Agreement. The Agreement may be updated or changed at the discretion of CAS or the third-party database provider(s). It is CUSTOMER's responsibility to regularly check and review all applicable Agreement terms for updates or changes. CAS will use its best efforts to provide CUSTOMER online access to The Product, appropriate user documentation and aids, and training in the use of The Product. In the event online service is interrupted as a direct result of an intentional action or inaction by CAS, CAS will use its best efforts to restore service as quickly as possible. CAS and/or third-party database providers reserve the right to change or withdraw databases, or to withdraw CUSTOMER'S right to access specific databases without advance notice. As additional databases are added to The Product, CAS will notify CUSTOMER of such availability and applicable prices and use and distribution restrictions. CUSTOMER'S USE OF SAID ADDITIONAL DATABASE(S) WILL BE DEEMED ACCEPTANCE OF APPLICABLE PRICES AND USE AND DISTRIBUTION RESTRICTIONS.

3. Account Credentials. CAS will issue CUSTOMER USERS Product usernames and passwords to enable access and use of The Product and to enable CAS to invoice CUSTOMER for such use. "USERS" shall include current employees of CUSTOMER and contractors and consultants that work exclusively for CUSTOMER. Each USER is assigned a unique Login ID/username and passwords which may not be shared with any other person. CUSTOMER agrees that confidentiality and use of CUSTOMER and USER(s) usernames, passwords, or other identification is CUSTOMER'S responsibility and risk.

4. Pricing & Invoicing. Unless otherwise provided in a CAS STNext (GVP), CAS STNext (SSVP) or STN IP Protection Suite Agreement (if applicable) between CUSTOMER and CAS, CAS will invoice CUSTOMER each month for all Product access and services rendered to CUSTOMER. Amounts shown on each invoice will be in accordance with the then-current Product Price List (available upon request from CAS). NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, CAS RESERVES THE RIGHT TO CHANGE PRODUCT PRICES, INCLUDING TRAINING FEES, AND ANY OTHER TERMS AND CONDITIONS HEREUNDER AT ANY TIME, AND ALL SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY OR UPON SUCH OTHER DATE AS SPECIFIED BY CAS. CAS SHALL USE ITS BEST EFFORTS TO PROVIDE ADVANCE NOTICE TO CUSTOMER OF SUCH CHANGES. CUSTOMER'S USE OF PRODUCT SERVICES FOLLOWING SUCH CHANGES SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF SUCH CHANGES.

Invoices are due and payable in the currency stated on the invoice within thirty (30) days of the date of the invoice. All invoices not paid in thirty (30) days will be subject to a finance charge of 1.5% per month, or the maximum allowed by law if such rate is less than 1.5%. The charge of 1.5% is added for each thirty (30) days or fraction thereof that an invoice is overdue. CAS may terminate CUSTOMER'S Product access and services if amounts due, including applicable finance charges, are 60 days or more past due.

5. CAS Privacy Policy. CUSTOMER agrees that CAS may collect, use, and otherwise process Personal Data in accordance with the CAS Privacy Policy, incorporated herein by reference and made a part of the Agreement. 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"). CUSTOMER acknowledges and agrees that any such notification to CUSTOMER's impacted USERS or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with USERS or other data subjects, if known. For the purposes of the Agreement, "Personal Data" shall 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 CUSTOMER and/or USERS.

6. CAS Information Use Policy. Product use is subject to the CAS Information Use Policy incorporated herein by reference and made a part of the Agreement.

7. Reasonable Use. CAS will monitor the volume of searching and downloading activity associated with each username for the purposes of benchmarking use, noting any significant variance in patterns of usage for particular usernames(s), and ensuring compliance with the Agreement. CAS may ask CUSTOMER and applicable USER(S) to discuss with CAS any usage pattern(s) CAS questions and, if necessary, to work with CAS to reach a solution if a problem is uncovered. If CAS determines that use is unreasonable or violates the Agreement, CAS may deactivate an individual feature, the username(s) at issue and/or CUSTOMER'S Product account in its entirety. CAS prefers to resolve this type of issue without de-activating USER and/or CUSTOMER access if possible and will use reasonable efforts to do so.

8. Limitation of Liability. CAS, its authorized agents and third-party database suppliers will use their best efforts to deliver complete and accurate search results. Notwithstanding the foregoing, CAS, its authorized agents and third-party database suppliers DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, DO NOT WARRANT ACCURACY OR COMPLETENESS, ARE NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN: ANY DATABASE TO WHICH THE CUSTOMER SHALL HAVE ACCESS PURSUANT TO THE AGREEMENT, SEARCH RESULTS DELIVERED HEREUNDER, OR ANY OTHER SERVICE RENDERED HEREUNDER, DO NOT REPRESENT THAT THE USE OF INFORMATION PRODUCTS OR SERVICES PROVIDED PURSUANT TO THE AGREEMENT WILL NOT INFRINGE THE PATENT, COPYRIGHT OR TRADEMARK OF A THIRD PARTY, AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF ANY SERVICES RENDERED OR ANY FAILURE TO RENDER SERVICES PURSUANT HERETO, OR IN ANY WAY ARISING FROM THE AGREEMENT.

9. General Provisions. Should any part of the Agreement be unenforceable, all other provisions will not be affected. If either party does not exercise any right provided for in the Agreement, this does not mean that such party waives the right to exercise it in the future. CUSTOMER may not assign or sublicense, without the prior written consent of CAS, any rights, duties, or obligations under the Agreement to any person or entity, in whole or in part. Customer must notify CAS thirty (30) days in advance in writing of any change in ownership of CUSTOMER. The Agreement shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. CUSTOMER is responsible for all risks and costs associated with use of the Product services, including, but not limited to, 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 the Agreement for any reason.

10. Entire Understanding. The Agreement constitutes the entire understanding between CUSTOMER and CAS and supersedes all prior agreements, oral or written. No deletion(s) from or addition(s) to the Agreement by CUSTOMER shall have any effect unless the changes have been accepted in writing and dated by an authorized individual of CAS. The terms of any CUSTOMER Purchase Order shall in no way modify or extend the Agreement. ANY DISCREPANCY BETWEEN A CUSTOMER PURCHASE ORDER AND THE AGREEMENT SHALL BE RESOLVED IN FAVOR OF THE AGREEMENT. Notwithstanding any other provision of the Agreement, CAS reserves the right to suspend or refuse the provision of Product services at its sole discretion, for any reason, without prior notice.