

STN

TERMS OF USE

These STN Terms of Use set forth the terms under which CAS, a division of the American Chemical Society, as operator of the STN® International STN Service Center, grants to your organization a license to access and use STN, together with all content, features, functionality and modules accessible in and through the STN platform (hereinafter collectively the "Product"). CAS and Licensee may each be referred to herein individually as a "Party" or collectively as the "Parties."

- 1. PURPOSE OF AGREEMENT.** These Terms of Use together with the Product licensing document(s), including, but not limited to, Product quotes, proposals, orders, agreements and amendments to any of the foregoing (collectively the "Order"), set forth the details of Licensee's purchase of Product access. Product Orders are incorporated herein by reference and made a part of these Terms of Use. These Terms of Use, together with the Order, are hereinafter referred to as the "Agreement").
- 2. TERM AND TERMINATION.** The initial Term of the Agreement shall be as set forth in the Order. Neither party may terminate the Agreement for the sake of convenience. In the event of a breach of the Agreement by Licensee, CAS may provide notice of such breach. Upon receipt of such notice, Licensee will cure such breach within 30 days. If Licensee fails to cure the breach within the 30-day period, CAS may terminate the Agreement immediately, and Licensee is responsible for all payments as set forth in the Agreement. CAS may temporarily suspend access to one or more login IDs during the breach period.
- 3. LICENSE FEES.** License Fees and invoicing for Licensee's initial Term are set forth in Licensee's Order. CAS will provide Licensee with renewal License Fees in writing at least sixty (60) days prior to the end your initial term and each subsequent Term. License Fees are based upon current Product feature functionality. Should CAS add additional files, develop feature functionality or Product modules during a Term, CAS, in its sole discretion, will decide whether or not to provide Licensee with such additional functionality and may require the payment of additional fees.

Licensee may not change the type of currency during the term of the Agreement. Licensee will pay all invoices according to the Product invoice terms and must be paid via the following methods: check (drawn on a USA bank or branch of a USA bank), wire transfer, Automated Clearinghouse (ACH) transfer, or Electronic Data Transfer (EDT) in formats CTX or CTPNACHA. Licensee shall be responsible for any applicable taxes under the Agreement.

- 4. LICENSE.** Licensee is entitled to receive unlimited use of all Product files and features, except those specifically excluded in Section 7, for use at the Eligible Sites identified in Licensee's Order. All searching under the Agreement shall be for the exclusive benefit of Licensee Eligible Sites identified in the Order. Licensee shall not perform any searching under the Agreement for the benefit of any other Licensee site or third-party.

For purposes of the Agreement, an Eligible Site must be in the control of Licensee and greater than 50% owned by Licensee. Further, Licensee agrees and warrants that all applicable Licensee Eligible Sites are greater than 50% owned by Licensee. Should a change in ownership occur at an Eligible Site in which Licensee no longer controls or owns greater than 50% of the Eligible Site, Licensee will notify CAS in writing within 30 days of the change in ownership. Regardless of notification to CAS by Licensee, the Eligible Site will automatically become ineligible for the pricing benefits provided under the Agreement, and will be subject to a separate price assessment that covers the period beginning with the time of change in ownership.

- 5. PRICE ASSESSMENT, CONDITIONS AND CURRENCY.** The price for use of the Product under the Agreement is based on historical usage and an assessment of future usage as known and agreed between the Parties at the time of the assessment. If assessed parameters change during the term of the Agreement leading to a significant increase of usage, Licensee is obliged to inform CAS immediately. Such parameters include, but are not limited to, the intention to transfer usage from other commercial vendors or products, the addition of sites, mergers and acquisitions. A possible reassessment of the price will be carried out in good faith.

Pricing is dependent on Licensee maintaining current or previous subscription levels to certain databases if applicable, as well as information provided by Licensee during pricing discussions. If subscriptions are cancelled

during the life of this contract or key usage parameters discussed with Licensee change, CAS and Licensee agree to timely renegotiate this contract in good faith.

6. INCLUDED FILES AND FEATURES. This Agreement covers the use of all Product files and features subject to availability, except for those excluded in Section 7. Any new file and/or features added to the Product during the term of the Agreement will be covered by the Agreement, with exceptions at the discretion of CAS.

7. EXCLUDED FILES AND FEATURES. Unless otherwise set forth in the Order, the following files and features are not covered by the Agreement and will be billed separately to Licensee:

CAS Biosequences	FIZ AutoDoc
CAS Formulations	Clarivate Derwent Databases
CAS PatentPak	Clarivate Derwent Markush Resource (DWPIIM)
Single Article Sales	STN AnaVist CAplus Download Document Feature

8. KEY CONTACT. Licensee agrees to provide CAS with the name, address, telephone and telefax numbers, and email address for a key contact, and to notify CAS of any changes in this information during the term of the Agreement. A key contact is defined as a named User at an Eligible Site designated by Licensee as the administrative point of contact.

9. USE OF DATA. The Agreement includes reasonable training and addition of new searchers as well. All use of data including archiving and redistributing search results from files in the Product under the Agreement is governed by the [CAS Information Use Policy](#), the [STN Information Keep & Share Program](#), and, depending on the databases used, any database specific terms and conditions posted at www.stn.org. All aforementioned usage restrictions and guidelines are part of the Agreement and Licensee accepts these usage terms. Usage restrictions and guidelines concerning use of databases are subject to change by the database content provider.

10. 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/or its users utilize the Product 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 the [CAS Privacy Policy](#) incorporated herein by reference. Each Party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the personal data submitted to CAS or otherwise processed through the Product. 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 impacted users or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with the users or other data subjects, if known.

11. EXCLUSIVE USE BY CONTRACTORS AND SEARCH SERVICES. Licensee may provide access to the Product under the Agreement to a Contractor/Search Service for searching purposes contingent upon the following:

- a. All searching in the Product shall be for the exclusive benefit of Licensee;
- b. Licensee agrees to assume all legal and financial responsibility for the Contractor/Search Service's use and searching of the Files;
- c. Licensee will request a unique login ID from CAS for a Contractor/Search Service and provide CAS with the name of such Contractor/Search Service;
- d. CAS reserves the right to review and reject any Contractor/Search Service;
- e. Each Contractor/Search Service will be provided with a unique Product login ID by Licensee to be used by the Contractor/Search Service (Licensee will notify CAS when a specific Product login ID is no longer needed for the Contractor/Search Service);
- f. Licensee will monitor usage by each Contractor/Search Service to ensure Contractor/Search Service is in compliance with the terms of the Agreement; and
- g. Any use by the Contractor/Search Service that is found to be in violation of the Agreement terms will be deemed to be outside of the Agreement, and will be separately invoiced to Licensee.

- 12. COOPERATION OF PARTIES.** CAS will monitor the searching and downloading activity performed under the Agreement. In the event of any extraordinary usage, Licensee agrees to provide assistance in identifying the individual(s) causing such extraordinary usage, and if necessary, cooperate with CAS to reach a mutually agreeable solution.
- 13. CONFIDENTIALITY.** Each party will keep the terms of the Order confidential, with the exception that it may confer with legal counsel or other legal advisor on its terms and except as required by law in the reasonable opinion of each party's respective legal counsel. Licensee accepts liability for the compliance of its included subsidiaries with this provision.
- 14. NON-ASSIGNMENT.** This Agreement may not be assigned, sub-licensed or otherwise transferred to any third party.
- 15. GOVERNING LAW.** The courts of the District of Columbia of the United States of America will have jurisdiction with respect to any disagreements or conflicts resulting from the Agreement. Additionally, the validity, construction and performance of the Agreement and the legal relations between the parties to the Agreement will be governed by and construed in accordance with the laws of the District of Columbia.
- 16. NOTICES.** Any notice(s) given under the Agreement may be sent by electronic mail, facsimile, or by certified mail to the party's last known address.
- 17. IMPOSSIBILITY OF PERFORMANCE.** To the extent that either party may be precluded by a force majeure event, authority of laws, strikes, lockouts, casualties or other causes beyond its control from performance hereunder, such non-performance will be excused to the extent that it results from such causes and will not give rise to any claims for damages by the other party.
- 18. AUTHORITY.** The representative of Licensee signing the Order represents that he or she has the full and complete authority to bind Licensee and all its included subsidiaries to the terms of the Order and the Agreement.
- 19. THIRD PARTY BENEFICIARY.** Licensee acknowledges that the Product is a service operated by The American Chemical Society through its CAS division and FIZ Karlsruhe. Licensee further acknowledges that FIZ Karlsruhe is entitled to all rights of a third-party beneficiary under the Agreement, including, but not limited to, enforcing the terms and conditions provided, and benefiting from the remedies provided herein.
- 20. ENTIRE AGREEMENT.** This Agreement, the Order, and the applicable individual agreements that Licensee has entered into with CAS or FIZ Karlsruhe – Leibniz-Institut für Informationsinfrastruktur GmbH ("FIZ Karlsruhe") related to the Product, are the entire understanding between the parties concerning the subject matter hereof, and supersede all prior representations and agreements, oral or written, related to purpose of the Agreement (§1), and may not be modified unless in writing signed by authorized individuals of both parties. A fully executed 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. Any conflict between the terms of the Agreement and the terms of any such applicable individual agreements presently in place upon the signing of the Agreement for the included Files will be resolved in favor of the Agreement. All other terms and conditions of the applicable agreements presently in place for included Files will remain in place, even upon the expiration or termination of the Agreement, unless otherwise terminated pursuant to the terms of any of the individual agreements. If Licensee uses a purchase order in conjunction with ordering or paying for its Product access, the parties agree that the terms of the purchase order will in no way modify, add to, or delete the Agreement. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THE AGREEMENT WILL BE RESOLVED IN FAVOR OF THE AGREEMENT.