

Workflow Solution API and Content

Terms of Use

These Workflow Solution API and Content Terms of Use set forth the terms under which CAS, a division of the American Chemical Society (ACS), with offices at 2540 Olentangy River Road, Columbus, Ohio 43202 (the "Company") provides you (the "Client") access to and use of the API, Content accessed therein, and Company Marks.

1. Definitions.

- a. **API.** Application Programming Interface and any API documentation or other API materials made available by Company.
- b. **Application(s).** Web or other software services or applications developed by Client or any third-party on behalf of Client, to interact with the API.
- c. **Company Marks.** Company's proprietary trademarks, trade names, branding, or logos made available for use in connection with the API pursuant to these Terms of Use.
- d. **Content.** The API output consisting of data drawn from Company's proprietary databases of scientific and technical information.
- e. **Integration.** As set forth in the applicable Order, Client's application, software, technology, services, or materials that will connect to, input data, and receive output from the API.
- f. **License.** Client's right to use the API and Content as set forth in the Order and these Terms of Use
- g. **Order.** API licensing document(s), including, but not limited to, API quotes, proposals, service orders, agreements and amendments to any of the foregoing, which set forth the details of Client's purchase of API and Content access and use. Orders are incorporated herein by reference and made a part of these Terms of Use. Unless expressly set forth in the Order, in the event of a conflict, the terms set forth in these Terms of Use shall govern.
- h. **Volume.** Permissible quantity of queries or requests that may be made to the API during the Term.

2. **License.** Subject to and conditioned on Client's compliance with these Terms of Use, Company hereby grants to Client, during the Term, a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to: (a) use the API and Content accessed through the API solely for internal business purposes in developing Client's Application(s) that will communicate and interoperate with Company and in furtherance of the Integration; and (b) display certain Company Marks in compliance with usage guidelines that Company may specify from time to time, and not in connection with the advertising, promotion, distribution, or sale of any other products or services.

Client's rights to use the API and Content are completely stated herein, no implied licenses are granted and Client has no other or additional rights. Company reserves all rights that are not expressly granted. Company may not use the API, Content or any Company Mark for any other purpose without the prior written consent of Company.

3. **Term.** The initial Term of the license granted herein shall be as set forth in the Order. The license shall automatically renew for a term equal to the immediately preceding Term. Client must notify Company at least thirty (30) days in advance of renewal if Client does not desire to continue using the API and Content following the end of a Term.
4. **Fees & Invoicing.** Fees are set forth in the Order. Invoices will be in US Dollars. Client must pay all invoiced amounts in accordance with payment terms set forth on the invoice. Fees are non-refundable. If Client has requested and Company has approved providing Client's invoice to a third party for payment, in the event such third party fails to submit payment to Company, Client remains fully liable for the amount of the unpaid Fees. If Client fails to timely pay the Fees, Company may immediately terminate these Terms of Use, including the license granted herein.

5. Use Restrictions. Except as expressly permitted under these Terms of Use, Client may not:

- a. Whether in whole or in part, copy, modify, or create derivative works of the API, or the Content searched and retrieved via the API;
- b. Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API or the Content searched and retrieved via the API;
- c. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;
- d. Remove any proprietary notices from the API or the Content;
- e. Use the API or Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;
- f. Combine or integrate the API or Content with any application, software, technology, services, or materials not authorized by Company;
- g. Design or permit Application(s) to disable, override, or otherwise interfere with any Company-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
- h. Use the API or the Content in any Application(s) to replicate or attempt to replace the user experience of any other product or service offered by Company; or
- i. Attempt to cloak or conceal Client's identity or the identity of Application(s) when requesting authorization to use the API.
- j. Use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- k. Use the API in any way that violates these Terms of Use, or applicable laws, rules, and regulations.

6. Applications. Client agrees to monitor the use of the Applications for any activity that violates these Terms of Use or any applicable laws, rules and regulation and promptly restrict any offending Application(s) users from further use of the Application(s). Monitoring shall include, but is not limited to, identifying any actual or suspected fraudulent, inappropriate, or potentially harmful behavior. Client agrees to provide a resource for Application users to report actual or suspected Application abuse.

Client is responsible for all acts and omissions of Application users and their use of the API, if any. Client acknowledges Client is solely responsible for posting any privacy notices and obtaining any consents from Application users that may be required under applicable laws, rules, and regulations.

7. Support; Updates. Company will provide reasonable (as solely determined by Company) support with API Integration setup and answer basic questions about the API and API functionality during Company's regular business hours. Company agrees to use commercially reasonable efforts to resolve promptly any service outages. Any maintenance releases or bug fixes to the API will be provided free of charge. Client acknowledges that Company may update or modify the API from time to time and at Company's sole discretion (in each instance, an "Update"). Company will communicate in advance any required downtime for Updates. Company will support backward compatibility of the API, but does not agree to support legacy versions of the API indefinitely. Company will clearly communicate API version support timeline. Client acknowledges that Client may be required to update Client's version of the API to continue receiving support. Client is required, at its own cost and expense, to make any such changes to the Applications that are required for Integration as a result of such Update.

8. Intellectual Property Ownership. Company owns all right, title, and interest, including all intellectual property rights, in and to the API, Content, Content output from the API, and Company Marks. Client owns all right, title, and interest, including all intellectual property rights, in and to the Application(s), excluding the aforementioned rights of the Company set forth above. Client will use commercially reasonable efforts to safeguard the API, Content, and Company Marks (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Client (i) will promptly notify Company if Client or any Application user becomes aware of any actual or suspected infringement of Company's intellectual property rights set forth above and (ii) agrees to cooperate fully with Company, in any legal action to enforce Company's intellectual property rights.

9. Termination. This License may not be terminated for convenience and represents a commitment by Client to pay all Fees in full. 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 these Terms of Use effective immediately upon written notice. Notwithstanding the foregoing, if Company determines, in its sole discretion, it is necessary to terminate or suspend any rights granted under these Terms of Use as a result of excessive or unreasonable use of the API, Content or Company Marks or access is being terminated or suspended as a result of non-payment of Fees by Client, then Company shall have no obligation to provide advance notice of such termination or suspension.

Upon termination for any reason all licenses and rights granted to Client under these Terms of Use will automatically terminate and Client must immediately cease using, destroy, and permanently erase from all devices and systems Client directly or indirectly controls all copies of the API, Content obtained or retrieved through the API, and Company Marks. Termination will not limit any of Company's rights or remedies at law or in equity.

The foregoing Termination conditions shall survive the termination of Client's Content use for any reason.

10. Warranty and Liability Disclaimers. The API and Content are provided as-is without warranty. Company DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE API, CONTENT AND ALL INFORMATION SUPPLIED TO CLIENT PURSUANT TO OR THROUGH THE API OR THESE TERMS OF USE COMPANY DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF THE API OR 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 ANY SERVICES RENDERED OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE PRODUCTS PURSUANT TO THESE TERMS OF USE, OR IN ANY WAY ARISING FROM THESE TERMS OF USE.

11. Feedback. If Client or any of Client's employees, contractors, and agents sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the API, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), all such Feedback is and will be treated as non-confidential. Client hereby assigns to Company on Client's behalf, and on behalf of Client's employees, contractors, and agents, all right, title, and interest in, and to, the Feedback. Company shall have the right, but no obligation, to use without any attribution or compensation to Client or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

12. Audit. Company shall have the right, with reasonable notice to Client, to audit Client's use of the API no more than once each calendar year to ensure compliance with the terms of these Terms of Use. This paragraph will survive termination of these Terms of Use for any reason.

- 13. Key Contact.** Company requires that Client designate one individual to be a Key Contact. Client will provide Company with updated contact information immediately if a Key Contact is added or changed.

The Key Contact will serve as Company' first point of contact for any API usage issues. In the event that Company contacts the Key Contact regarding actual or potential unauthorized use of the API or unauthorized user under these API T&C, the Key Contact and Client will use their best efforts to assist Company in investigating and resolving such issues.

14. General Provisions.

- a. **Mergers/Acquisitions & Divestures.** Any company which Client obtains a majority ownership in may not participate under these Terms of Use without the prior written consent of Company. If Client divests itself of a majority ownership in any Affiliate, such Affiliate may no longer participate under these Terms of Use. 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 Client.
- b. **Ownership.** The copyright and title to all property interests in or to the API, Content and Company Marks are in, and will remain with, Company as owner, and these Terms and Conditions does not grant Client any right of ownership. Client is prohibited from making any modifications, adaptations, enhancements, decompilations, changes or derivative works of the API, Content or Company Marks. Client's use of Company Marks shall comply with the guidelines specify by Company. All goodwill associated with the use of Company Marks will inure to the benefit of Company.
- c. **Confidentiality.** Client and Company both agree to keep the terms of each Order confidential as if it were each party's own confidential information.
- d. **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.
- 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 Client and Client's users utilize the Content related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation (the "Privacy Laws"). Client agrees that Company may collect, use, and otherwise process Personal Data in accordance with Company privacy policies, incorporated herein by reference, and made available at <https://www.cas.org/legal/privacy> (the "CAS Privacy Policies"). Each party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the Personal Data submitted to Company. Each party shall promptly notify the other party in the event of an unauthorized use, disclosure, collection, or access of Personal Data (an "Incident"). Client acknowledges and agrees that any such notification to impacted 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. For the purposes of these Terms of Use, "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 Client.
- f. **Information Use Policies.** The Company Information Use Policies, available at <https://www.cas.org/legal/infopolicy>, and incorporated herein by reference, describe the permissible use of the Content. Such policies may be changed at the discretion of Company. In the event of any material change, Company will notify Client.

- g. **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. Client 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. Client must notify Company thirty (30) days in advance in writing of any change in ownership of Client. 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. Client is responsible for all risks and costs associated with use of the 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 Client's Content access for any reason.

- 15. Entire Agreement.** These Terms of Use and the Service Order, 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 the fully executed Service Order shall have the same legal effect as an original. Any conflict between the Service Order and these Terms of Use shall be resolved in favor of the Service Order. If Client uses a purchase order in conjunction with ordering or paying the License Fees, 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 CLIENT'S PURCHASE ORDER(S) AND THESE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THESE TERMS OF USE.