

GENERAL TERMS OF SERVICE

*These General Terms of Service ("**Terms of Service**") set forth the terms under which CAS, a division of the American Chemical Society, with offices at 2540 Olentangy River Road, Columbus, Ohio 43202 (the "**Company**") provides you (the "**Client**") with the services (the "**Services**") set forth in one or more service order documents, including but not limited to quotes, orders, proposals, statements of work, change orders and/or amendments to any of the foregoing (collectively the "**Service Orders**").*

*By using the Service, you accept and agree to be bound by (1) these Terms of Service, (2) all Service Orders which are incorporated herein by reference and (3) our [Privacy Policy](#), which is incorporated herein by reference (collectively referred to as the "**Agreement**"). CAS and Client may each be referred to individually as a "**Party**" or collectively as the "**Parties**."*

- 1. Fees, Expenses, and Payment.** In consideration for the Services, Client shall pay to Company the professional fees and expenses set forth in the applicable Service Orders. Payment of each invoice from Company is due within 30 days of the date set forth on the invoice. Other than net income and gross receipt taxes imposed on Company, Client will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from the Agreement. Client will pay any additional taxes as are necessary to ensure that the net amounts received by Company after all such taxes are paid are equal to the amounts that Company would have been entitled to in accordance with these Terms of Service and applicable Service Orders as if the taxes did not exist.

Client shall reimburse Company for all reasonable travel and other out-of-pocket expenses (including, but not limited to out of town travel, airfare, hotel, ground transportation, mileage, tolls, parking and meal expenses) incurred by Company in connection with the performance of the Services. Such expenses will be invoiced on a monthly basis in arrears.

Except as expressly set forth in a Service Order, the scope of Services and fees in each Service Order do not contemplate Company being involved in any legal or regulatory proceedings or investigations or subject to third-party claims. Accordingly, Client agrees to pay Company's standard rates for professional time spent (including, without limitation, for preparing, defending or giving testimony or furnishing documents) and reimburse Company for expenses as incurred (including, without limitation, reasonable legal fees and costs), in connection with any actual or threatened actions, proceedings or investigations, whether or not Company is a party (collectively "**Costs**"), relating to or arising out of the Services under any Service Order or any matter relating to such Services.

Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under the Agreement or at law, Company shall be entitled to suspend the provision of any Services if Client fails to pay any undisputed amounts/fees when due and such failure continues for thirty (30) days following written notice thereof.

- 2. Confidentiality.** From time to time during the term of the Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"). The Receiving Party shall:
 - protect and safeguard the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and
 - disclose any such Confidential Information only to the employees, agents and representatives of Receiving Party with a need to know in connection with the performance or use of the Services and who are bound by confidentiality restrictions consistent with those set forth herein.

If either Party is requested or required by any legal or investigative process to disclose any Confidential Information, that Party shall, to the extent legally permissible, provide the other Party with prompt notice of each such request and the Confidential Information requested so that such other Party may seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, the Party from whom disclosure

is required shall disclose only such Confidential Information that it is advised by its legal counsel is legally required to be disclosed.

Confidential Information shall not include any information that:

- i. is or at any time becomes publicly available other than as a result of breach by the recipient of its obligations under the Agreement,
- ii. the recipient acquires from a third party who owes no obligations of confidence to the other Party in respect thereof,
- iii. was already known to the recipient at the time it received such information from the other Party as shown by the recipient's prior written records, or
- iv. is independently developed by the recipient without use of, or reference to, Confidential Information.

3. Intellectual Property. For the avoidance of doubt, Company retains all intellectual property rights in project materials developed by Company in the course of providing the Services, its intellectual capital, including, without limitation, its methodologies, ideas, know how, techniques, models, tools, skills, generic industry information, knowledge and experience, and any graphic representations of any of these, whether now possessed or hereafter acquired by Company ("**Company IP**"). Company grants to Client during the term in the applicable Service Order(s), a limited, non-exclusive, non-transferable, irrevocable and royalty-free license to use Company IP contained and/or embedded in any reports, findings, and/or other deliverables resulting from the Services (the "**Deliverables**"), solely for Client's internal, or such other, use expressly set forth in the applicable Service Order.

4. Representations & Warranties.

- a. In performing the Services, Company will use all information supplied by, or on behalf of, Client without having independently verified the same. Client warrants the accuracy and/or completeness of such information used or relied upon by Company in the performance of the Services. Company assumes no responsibility for the accuracy or completeness of, or duty to verify, such information.
- b. Company represents and warrants that the Services will be provided in a workmanlike and professional manner per standards generally accepted in Company's industry.
- c. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.
- d. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, APPLICABLE SCHEDULE(S) AND SOW(S) OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY STATEMENTS MADE AT CAS.ORG, IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5. Limit of Liability.

- a. Services and Deliverables provided by Company may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Client. Services and Deliverables are furnished solely for Client's internal use, and, unless expressly set forth in the applicable SOW, shall not be disclosed in whole or in part to any third party.
- b. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CAS PURSUANT TO THE APPLICABLE SOW IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

c. Client acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement or any applicable SOW within 12 months from the date of the claim arising, or, if later, within 12 months from the date Client first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.

- 6. Indemnification.** Client agrees to indemnify Company and its directors, officers, agents and employees (collectively, "**Company Persons**"), from and against all claims, liabilities, losses, damages, costs and expenses as incurred (including, without limitation, reasonable legal fees and costs), in connection with actual or threatened actions, proceedings or investigations, whether or not Company is a party (collectively "**Losses**"), relating to or arising out of the Services under any Service Order or any matter relating to such Services.
- 7. Termination.** Either Party may terminate the Agreement or applicable Service Order(s), if the other Party does not cure its material breach of the Agreement, or applicable Service Order within thirty (30) days of receiving written notice of the material breach and termination from the non-breaching Party. Termination in accordance with this Section will take effect when the breaching Party receives final written notice of termination from the non-breaching Party, which notice may not be provided until the breaching Party has failed to cure its material breach during the thirty (30) day cure period.

Company may immediately terminate a Service Order(s) if: Client (i) becomes insolvent, admits its inability to pay its debts generally as they become due or Company has reasonable cause to believe Client is unable to pay its debts generally as they become due; (ii) is dissolved or liquidated or takes any corporate action for such purpose; (iii) takes a general assignment for the benefit of creditors; or (iv) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 8. Publicity.** Client grants Company the right to publish Client's name and/or corporate logo on its website and in marketing materials, and publicly acknowledge Client as a customer of Company on Company's website and in marketing materials other than press releases.
- 9. Non-Exclusivity.** It is Company's practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, Company may have served, may currently be serving or may in the future serve other clients whose interests may be averse to those of Client. In all such situations, Company is committed to maintaining the confidentiality of each client's information.
- 10. Non-Solicitation.** During the term of the Agreement and for one year following the last date on which Company provides Services thereunder, Client shall not solicit for employment, employ or otherwise engage the service of any consultant or other professional or managerial level employee who is employed by Company and was involved with the Services described in a Service Order (or assist any third party in so doing). For purposes of this Section, general employment advertising carried on in good faith by Client that is not, directly or indirectly, targeted to any employee of Company (and any hiring resulting from such advertising) shall not be deemed to be direct or indirect solicitation (or hiring) in violation of this Section.
- 11. Force Majeure.** Neither Party shall have any liability for any failure or delay in performance of its obligations under the Agreement because of circumstances beyond its reasonable control, including, without limitation, pandemics, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, or power failures.
- 12. Governing Law.** The Agreement, and all matters arising out of or relating to the Agreement and/or performance of Services described therein, including, without limitation, enforcement of the Agreement, shall be governed by and construed in accordance with the laws of the District of Columbia of the United States of America. Each Party submits to the exclusive jurisdiction of the courts located in the District of Columbia without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the District of Columbia.
- 13. Notices.** All notices, requests, consents, claims, demands, waivers and other communications under the Agreement (each, a "**Notice**") must be in writing, addressed to the other Party at such address set forth in the applicable Service Order or that the receiving Party may designate from time to time and delivered by personal

delivery, nationally recognized overnight courier or certified or registered mail (return receipt requested, postage prepaid).

- 14. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company shall be under its own control, and shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Notwithstanding, the Services shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 15. Severability.** It is the intent of the Parties that the provisions of the Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in the Agreement or any word, phrase, clause or sentence therein is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making the Agreement, as modified, enforceable, and the balance of the Agreement shall not be affected thereby, the balance being construed as severable and independent.
- 16. Amendment, Waiver and Assignment.** The Agreement may not be amended, modified or waived except by a signed written agreement. Neither Party shall have the right to assign or transfer the Agreement or any rights hereunder to any third party without the prior written consent of the other Party.
- 17. Miscellaneous.** The Agreement represents the parties' entire understanding regarding the Services and shall govern over any prior oral or written agreement or discussions. No other terms or conditions of any purchase order, invoice or other non-CAS ordering document shall apply to the Services, unless agreed to in writing by both parties. The Agreement shall be binding upon and inure to the benefit of the Parties' respective successors. There are no third-party beneficiaries with respect to the Agreement. A Service Order may be executed on separate counterparts, each of which shall constitute an original, but both of which when taken together shall constitute a single contract. Delivery of an executed signature page of a Service by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The obligations of the Parties under the Agreement that by their nature continue beyond the termination of the Agreement shall survive any termination of the Agreement. In the event of a conflict between the Terms of Service and applicable Service Order, the Service Order will prevail.