

ORDERDate: 5/26/2021

**Licensee: Lithuanian Research
Library Consortium** on behalf of
Kaunas Univ of Technology
Gedimino Ave 51
VILNIUS, 01109
LITHUANIA

Account Representative:

@acs-i.org

PRODUCT	TERM	LICENSE FEES VAT EXCLUSIVE	LICENSE FEES VAT INCLUSIVE
CAS SciFinder [®] Academic Unlimited Access Plan	5/26/2021 – 03/31/2022	\$76,705 USD	\$92,813.05 USD

Product use is subject to the Product terms and conditions attached hereto as "Attachment B", incorporated by reference. Capitalized terms not defined in this Order are defined in the Product terms and conditions.

THIS IS NOT AN INVOICE. An invoice will be sent once this Order has been returned to CAS.

To accept this Order, please sign below and return this Order to CAS via email to legaladmin@cas.org.

LICENSEE:

DocuSigned by:


 Emilija Banionyte
 Printed Name
 Lithuanian Research Library Consortium
 Organization
 President
 Title
 5/26/2021
 Date

CAS

DocuSigned by:


 Craig W. Stephens
 Printed Name
 Chief Customer Officer
 Title

This Order is valid for sixty (60) days or the last day of the calendar year, whichever occurs first.

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
SCIFINDER
APRIL 9, 2021**

(Date)

Columbus, Ohio, USA

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	CAS, a division of the American Chemical Society
The name, surname and position of the person responsible for the availability of the access	, Chief Customer Officer
Phone	614-447-3600
E-mail	@cas.org

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

ENo	Type of the service	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
1	The services of subscription to the online research database <i>SciFinder</i> for the Authorised Users of the LMBA Authorised Institution from the date of coming into effect of the Licence Agreement till 31 March 2022	\$76,705.00 USD	\$92,813.05 USD
TOTAL:		\$76,705.00 USD	\$92,813.05 USD

Total price of the Tender, VAT inclusive – \$92,813.05 USD.

This amount includes all costs and all taxes, as well as the VAT which is equal \$16,108.05 USD.
The VAT rate is 21 %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 March 2022 – \$92,813.05 USD (VAT inclusive)

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

NNo.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	

8. To perform the Agreement, we intend to invoke the following sub-suppliers for this part of the Licence Agreement _____
NOT APPLICABLE

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof

* To be completed only in the cases when the confidential information is being submitted.

, Chief Customer Officer



ANNEX 2
to the Contract Documents
THE SPECIFICATION OF THE PROCUREMENT
OBJECT

TECHNICAL SPECIFICATION

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE *SCIFINDER***

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *SciFinder* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be _____, Manager of Databases:
E-mail: _____@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01109 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institution shall have access to the Licensed Materials of the online research database *SciFinder*, that provides access to:
 - 4.1. Substance information, including chemical structures, chemical names, CAS Registry Numbers, properties, commercial availability and regulatory information;
 - 4.2. Chemical reaction information including reaction schemes, experimental procedures, conditions, yields, solvents, catalysts, as well as commercial availability of substances with direct links to producer and supplier sites;
 - 4.3. Collection of up-to-date chemistry and related science information found in journals, patents, dissertations, etc.;
 - 4.4. Module *PatentPak*, which provides to not less than 10 million patents to date, with added daily from 31 patent offices, including China, France, Germany, Great Britain, India, Japan, Korea, Russia, United States, European Patent Office, World Intellectual Property Organization (WIPO);
 - 4.5. Module *MethodsNow*, which provides with step-by-step instructions for analytical and synthetic methods in areas like pharmacology, HPLC, food analysis, natural product isolation

- analysis and water analysis, let compare analytical methods, displays experimental details, covers synthetic preparations from journals and patents.
- 4.6. Retrosynthesis Planner, AI software tool to create retrosynthesis plan for a target molecule from known experimental and predicted theoretical reaction pathways including alternative routes, estimated cost and yields.
 - 4.7. Biosequences, tool to search collection of not less than 500 million nucleotide and peptide sequences from patents by using BLAST, CDR or motif algorithm.
 - 4.8. Bioscape, visualization tool to analyze the similarity and patent landscape for a set of biosequence answers.
 - 4.9. Chemscape, visualization tool to analyze the similarity and patent landscape for a set of structure search including similarity, molecular weight, patent assignee, patent class (CPC, IPC), publication year, jurisdiction.
5. The Authorised Users of the LMBA Authorised Institution indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *SciFinder* from the date of coming into effect of the License Agreement till 31 March 2022, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
 6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *SciFinder* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
 7. The Supplier shall make available to the Authorized Institution COUNTER-compliant usage statistics on at least a quarterly basis.

III. Authorised Institutions

8. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *SciFinder* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 1 (one) Authorised Institution – member of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Kaunas University of Technology	7792	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.*

				193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64-193.219.170.71 VPN 193.219.171.0-193.219.171.7 Wi-Fi 158.129.40-47.*
--	--	--	--	--

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

Attachment A

Please complete this form and return with your signed Order

*Indicates required section

Company/Organization Legal Name*

Lithuanina Research Library Consortium

Primary Site Address*

Address: Gedimono Ave. 51

City: Vilnius

State/Province:

Postal Code: LT-01109

Country: Lithuania

Primary Site Key Contact*

First Name:

Last Name

Phone: +370 5

Email: lmba@lnb.lt

Technical Contact

First Name:

Last Name:

Phone: +370 5

Email: @lnb.lt

Billing Contact (if different from Primary Site Key Contact)

First Name:

Last Name:

Phone:

Email:

With a Copy to (optional)

First Name:

Last Name:

Phone:

Email:

(To include additional Billing Contacts, please provide on a separate sheet.)

If your payment process requires a Purchase Order, please complete below:

Purchase Order No.

Start Date:

End Date:

Amount:

(To include additional information, please attach or email orders@cas.org.)

Tax Information:

Sales Tax Exemption Certificate or Direct Pay Permit	Number:	End Date:
Value Added Tax (VAT)	Number:	End Date:
Goods and Service Tax (GST)	Number:	End Date:

(Please attach tax documents or provide tax number, otherwise, if applicable, tax will be added to your invoice.)

IP ADDRESS

You must list all IP addresses (including VPN/Proxy) which will be authorized for access to the Product by your institution's users.

Please list only IP addresses which are owned by, or are exclusively assigned to, your institution. Your institution must exercise exclusive control over who can connect from these addresses - addresses which are not under your exclusive control may not be included. *The Product may be accessed only through IP addresses meeting these requirements.* A Named User accessing the Product from an off-campus location must do so by signing in to your institution's network via a proxy server or VPN exclusively controlled by your institution.

Site Location	IP Address	VPN/Proxy
As provided in Annex 2		

REGISTRATION & LICENSEE'S EMAIL ACCOUNTS

Institution issues an e-mail address (e.g. user@INSTITUTION.edu) to all the Product users (each a "Named User"):

YES NO

•If "YES": List all email domain(s) your institution may issue to Named Users:

Email domain(s): _____

•If "NO": A Product user may complete registration for the Product with a working email account from any domain (e.g. user@gmail.com).

Named Users may access the Product through a VPN and/or Proxy server of LICENSEE: YES NO

If "YES": All VPN and/or Proxy IP address(es) that will be used by Named Users to access the Product must be listed in the information you provide herein.

NAMED USERS

A "Named User" is a current faculty or administrative staff member, or officially registered student of your institution. Former faculty or administrative staff members and alumni ("Ineligible Users"), may not access the Product through your institution's Product account.

CAS assumes that when a Named User becomes an Ineligible User, they will lose their ability to sign in to your institution's network, including remote-access portals such as VPNs and proxy servers, and therefore lose their ability to create or access your institution's Product accounts.

CAS understands that your institution may not be able to revoke network access on the exact day a Named User becomes an Ineligible User. CAS grants a reasonably short "grace period" during which an Ineligible User will retain the ability to connect to the Product through IP addresses authorized for your institution's Product account.

Please indicate whether access is immediately revoked the same day the individual becomes an Ineligible User or if your institution provides a grace period to the Ineligible User before access is revoked:

Access is immediately revoked The following Grace Period is provided: _____



"Attachment B"

TERMS OF USE

Academic Users

These Terms of Use apply to Academic Research use of the following CAS Products: SciFinder[®], SciFinder[®], Formulus[®], Analytical Methods[™], and Scientific Patent Explorer[™].

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society, grants to your organization a license to access and use the CAS SciFinder and/or SciFinder[®] web-based platform(s) and content, features, functionality and modules accessible therein (collectively the "Product").

By using the Product, you accept and agree to be bound by the Terms of Use. CAS and Licensee may each be referred to herein individually as a "Party" or collectively as the "Parties."

1. DEFINITIONS.

- a. **Academic Research.** Research done in the usual course in the pursuit of a degree, use in a classroom setting, instructional (i.e., educational and training), research done by students and faculty which is (i) funded by Licensee, a government agency or non-profit research foundations, and (ii) intended for publication in publicly available literature. For the purposes of the Terms of Use, where (i) and (ii) above have been satisfied, Product use by Licensee's students, faculty and employees at Licensee's technology transfer office shall qualify as Academic Research.
- b. **Authorized IP Address.** An Internet Protocol address registered at Licensee's Eligible Site and under Licensee's exclusive control to be provided, in a form acceptable to CAS, by Licensee.
- c. **Commercial Research.** Research conducted directly or indirectly for any commercial purpose, including, without limitation, searches related to patentability, research performed under a consultant contract or commercially funded contract, or research performed with the intention of delivering search results to an entity for commercial purposes or use.
- d. **Eligible Site.** All academic facilities: owned and controlled by Licensee; conducting Academic Research; and approved by CAS to use and search the Product in accordance with the Terms of Use.
- e. **Key Contact.** A Named User designated by Licensee as the primary point of contact with CAS for all License matters.
- f. **License.** Licensee's right to use the Product as set forth in the Terms of Use.
- g. **Licensee.** The academic institution licensing the Product.
- h. **Named User.** A current faculty or administrative staff member, or officially registered student of the Licensee.
- i. **Order.** The Product licensing document(s), including, but not limited to, Product quotes, proposals, orders, agreements and amendments to any of the foregoing, which set forth the details of Licensee's purchase of Product access. Product Orders are incorporated herein by reference and made a part of the Terms of Use. In the event of a conflict, the terms set forth on the Order shall govern.
- j. **Personal Data.** Includes name (including honorific), title, user ID, security questions/answers, organization name, geographic location, IP address and other HTTP header information, phone number, email address, photograph, and other information collected from a Named User.

- k. Self-Registration.** The process through which a Named User creates an individual Username and password.
 - l. Term.** The initial period of the License, as set forth in the Order, or a subsequent renewal period in which Licensee licenses the Product.
 - m. Username.** A unique account identifier assigned to an individual Named User that is used, in conjunction with a password, to access the Product.
 - n. Walk-In Access.** The Product may be used occasionally by walk-in visitors or by general public library patrons, provided that their usage is for non-commercial research purposes, or as may be specified by applicable law.
- 2. LICENSE.** CAS grants Licensee a non-perpetual, non-exclusive License to use the Product, including all content, features, functionality and modules accessible through the Product, at each Eligible Site subject to the Terms of Use. The Product may be used only by Named Users for Academic Research. Use of the Product for Commercial Research requires a separate commercial the Product License Agreement. Licensee's right to use the Product and all content contained therein is completely stated in the Terms of Use and Licensee has no other, or any additional, rights.
- 3. TERM.** The initial Term of this License shall be as set forth in Licensee's initial Order.
- 4. LICENSE FEES.** License Fees 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. CAS' intent is to provide Licensee with subsequent renewal fees consistent with the standard Product price increase provided to all Product customers. This assumes that Licensee's current usage and user population do not change significantly during the current Term. If this change does occur, CAS will work with Licensee in good faith to determine a mutually agreeable License Fee for any renewal Term. License Fees are based upon current Product feature functionality. Should CAS develop additional feature functionality or Product modules during a Term, CAS, in its sole discretion, will decide whether to provide Licensee with such additional functionality and may require the payment of additional fees.
- 5. PAYMENT.** Unless otherwise set forth on the invoice, all payments shall be made in US Dollars. Licensee agrees to pay all invoiced amounts in accordance with payment terms set forth on the invoice. License fees are non-refundable.

CAS reserves the right to disable Product access until receipt of full License Fee payment. If Licensee has requested and CAS has approved providing Licensee's invoice to a third party for payment, in the event such third party fails to submit payment to CAS, Licensee remains fully liable for the amount of the unpaid License Fees.

6. PRODUCT USE & USERNAMES.

- a. Individual Use of Usernames.** Each Named User may only have one Username and may only use the Username assigned to them. Named Users may NOT share Usernames, passwords or log-in credentials with each other or any third parties.
- b. Authorized Use.** Named Users may:
 - 1. Use the Product solely in the ordinary course of Academic Research;
 - 2. Store search results in electronic form, provided that at any one time, no more than 5,000 records are stored by a Named User;
 - 3. Search only for themselves; and
 - 4. Share their search results in a reasonable, limited way with other Named Users working on the same or related research projects; provided, however, such sharing may not result in: an

aggregation of the electronic records stored by individual Named Users, or the creation of any central source of electronic records.

Stored records must be deleted when they are no longer needed by the Named User for the relevant research project, or, if a student, after the completion of Named User's degree program, whichever occurs first.

Named Users shall not:

1. Create or compile, directly or indirectly a collection, compilation, database or directory, manually, via automated programming, or otherwise (e.g., a script written to extract and download any data within the Product in batches);
 2. Use any script/macro to automate an otherwise manual process, including but not limited to, an attempt to login to the Product utilizing an automated process;
 3. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the Product;
 4. Use the Product in conjunction with federated search tools, or for any other purpose, including but not limited to distribution of the Product by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid;
 5. Reverse assemble, decompile, reverse engineer, modify, enhance, adapt, create derivative works or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) the Product.
- c. **Reasonable Use.** CAS will monitor the volume of searching and downloading activity associated with Licensee and each Named User on a routine basis, for the purposes of benchmarking "average" use, noting any significant variance in patterns of usage of Licensee or a particular Named User, and ensuring compliance with the Terms of Use. CAS may ask the Key Contact and the Named User(s) involved 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 the use is "excessive", unreasonable or violates the Terms of Use, CAS may (i) de-activate an individual the Product feature or the Username(s) at issue and bar those individuals from using the Product, or (ii) terminate the License in its entirety. CAS prefers, whenever reasonably possible, to resolve this type of issue without de-activating Usernames or terminating the License and will use reasonable efforts to do so.

7. PRODUCT ACCESS.

- a. **IP Restrictions.** Licensee must report all Authorized IP Address information for each Eligible Site to CAS and may access the Product only through an Authorized IP Address. Licensee warrants:
1. Each IP Address has been assigned exclusively to Licensee;
 2. Each Authorized IP Address is under the exclusive control of Licensee;
 3. the Product will only be used by Licensee's Named Users for use in accordance with the Terms of Use; and
 4. Licensee will promptly notify CAS of any changes to Licensee's IP Address(es).
- b. **Username Registration.** Each Named User must complete Self Registration prior to accessing the Product. Access to the Product after completing the registration process is permitted from any Authorized IP Address.

1. **Standard Registration Process.** Subject to approval by CAS, Named Users with a Licensee issued email address (e.g., user@Licensee.edu) will be permitted to create their own Usernames by using a special registration URL generated by a Key Contact. The URL must be access controlled (i.e., requiring a username/password combination, an Authorized IP Address or some other similar method of protecting access), so that only Named Users have access. Under no circumstances can the registration URL be publicly accessible on the internet.
 2. **Registration When Licensee Email Accounts Are Not Issued.** If Licensee does not issue a Licensee email account to all Named Users (e.g., user@Licensee.edu), a Named User may complete registration for the Product with a working email account from any domain (e.g., user@gmail.com). The Named User must be physically on an Eligible Site to register. Remote registration for initial account set-up via VPN or proxy is not permitted under this circumstance. Alternatively, a Named User may register off-campus via a direct invitation sent from the Product administrator.
- c. **Compliance.** Licensee will use reasonable efforts to ensure that only Named Users have access to the Product and use the Product in accordance with the Terms of Use. Licensee acknowledges the ACS' copyright and ownership interests in the Product, that the Product is a principal product of CAS, and the importance to ACS and CAS of maintaining these rights in the Product. Licensee will exercise reasonable, good faith efforts to:
1. Inform Named Users of the restrictions addressed in the Terms of Use with respect to the use of the Product as well as all optional add-on modules (the "Restrictions") and to enforce the Restrictions;
 2. Monitor usage of the Product for compliance with the Terms of Use and notify CAS immediately of any suspected violation by any user;
 3. Investigate with CAS any violation or suspected violation of any of the Restrictions, whether by a Named User(s) or unauthorized user; and
 4. Cooperate with CAS in the resolution of the matter.
- Licensee agrees, at CAS' request, to review from time to time with CAS the efforts described above and to make such changes thereto as reasonably necessary. Licensee will be responsible for any failure on its part to act in compliance with the Terms of Use.
- d. **Customer Support.** Named Users may request [CAS Customer Center](#) support during regular service hours at no additional charge. If Licensee is located in Japan, Licensee may also contact CAS' local agent in Japan for customer support.
- e. **Product Pilots.** If Licensee is accessing and using the Product as part of a Product Pilot, CAS grants Licensee a non-perpetual, non-exclusive License to use the Product, for the limited duration of the agreed pilot period and subject to these Terms of Use. During the pilot, the Product may be used only by Named Users for private, internal purposes related to Licensee's business. A Named User may not utilize the Product's export functionality during the pilot. Export permissions are only granted to Licensees purchasing a Product subscription license. Unless Licensee purchases a Product subscription license prior to the conclusion of the pilot, Named Users must destroy all content accessed in, and through, the Product. Licensee's right to use the Product during the pilot is completely stated in the Terms of Use, and Licensee has no other or any additional rights. In the event of conflict between the Terms of Use and this provision, this provision shall govern.
8. **KEY CONTACT.** Licensee will designate at least one Named User to be a Key Contact. Licensee will provide CAS with updated contact information immediately if a Key Contact is added or changed.

The Key Contact will serve as CAS' first point of contact for any Named User questions or usage issues. In the event that CAS contacts the Key Contact regarding actual or potential unauthorized use of the Product by a Named User or unauthorized user under the Terms of Use, the Key Contact and Licensee will use their best efforts to assist CAS in investigating and resolving such issues.

9. GENERAL PROVISIONS.

- a. **Ownership.** The copyright and title to all property interests in or to the Product including search queries generated by a Named User and scientific information accessed using it, are in, and will remain with the ACS as owner. The Terms of Use do not grant Licensee any right of ownership.
- b. **Confidentiality.** Except for public disclosures required by applicable law, Licensee and CAS both agree to keep all terms set forth each Order confidential as if it were each Party's own confidential information.
- c. **Limitation of Liability.** Provided Licensee is in compliance with the requirements of the Terms of Use, and except in instances of intentional acts or gross negligence of Licensee, or other situations in which Licensee was or should have been reasonably aware of unauthorized use of the Product or a violation of the Terms of Use, Licensee will not be liable to CAS for the actions of a Named User or unauthorized user who violates the terms of this License without the knowledge or consent of Licensee.
- d. **Warranty and Liability Disclaimers.** CAS warrants that the Product is free from significant defects in material and workmanship under normal use. CAS further warrants that the Product and any update thereto will perform substantially in accordance with the corresponding published specifications. CAS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE PRODUCT AND ALL INFORMATION SUPPLIED TO LICENSEE PURSUANT TO THE TERMS OF USE, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS IN SEARCH RESULTS, DOES NOT REPRESENT THAT THE USE OF INFORMATION PRODUCTS OR SERVICES PROVIDED PURSUANT TO THE TERMS OF USE 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 THE TERMS OF USE, OR IN ANY WAY ARISING FROM THE TERMS OF USE.

As part of Licensee's Product experience, CAS may provide access to third party tools, software and services, including but not limited application program interfaces ("Third Party Services"). CAS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY CAS AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR THE LICENSEE'S INTENDED PURPOSE.
- 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 Licensee and/or Named 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, available at <https://www.cas.org/legal/privacy> and 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 Named 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.

- f. **Information Use Policy.** The [CAS Information Use Policy](#) is incorporated herein by reference. This Policy may be changed at the discretion of CAS. In the event of any material change, CAS will notify Licensee.
- g. **General Terms.** Should any part of the Terms of Use be unenforceable, all other provisions will not be affected. If either Party does not exercise any right provided for in the Terms of Use, this does not mean that such Party waives the right to exercise it in the future. Neither CAS nor Licensee may assign or sublicense, without the other's prior written consent, any rights, duties, or obligations under the Terms of Use to any person or entity, in whole or in part. The Terms & Conditions 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 Product, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties. Licensee shall comply with all applicable U.S. export control and sanctions laws and regulations. Licensee agrees to absolve CAS of any liability for breach of contract in the event that Licensee or any of its parent or subsidiary companies were to become subject to U.S. sanctions/export restrictions and such sanctions/restrictions prevented performance by CAS.

The Terms of Use may be changed at the discretion of CAS. In the event of any material change, CAS will notify Licensee.

The foregoing GENERAL PROVISIONS shall survive the termination of Licensee's the Product access for any reason.

10. TERMINATION.

- a. **For Convenience.** Each Party has the right to terminate this License for the sake of convenience effective at the end of a Term, provided that the Party choosing to terminate gives the other Party at least 30 days' advance written notice.
- b. **For Default.** If either Party does not meet an obligation or promise made under the 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.
- c. **Conditions Following Termination.** On the effective date of termination, the License granted to use the Product is revoked, and Licensee will have no rights to continue to use the Product. Notwithstanding, the License to use content accessed through the Product will remain in effect following termination until the conclusion of the research project for which the content is being used or after thirty-six (36) months, whichever occurs first. After such time, Licensee agrees to destroy the content and any remaining license to use the content is automatically revoked.

The foregoing TERMINATION conditions shall survive the termination of Licensee's the Product access for any reason.

11. NOTICES. Any notice(s) given under the Terms of Use may be sent by electronic or certified mail to the Party's last known address.

12. ENTIRE AGREEMENT. The 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. A copy of Licensee's Order shall have the same legal effect as an original. Any conflict between the Order and the terms contained herein shall be resolved in favor of the Order. If Licensee uses a purchase order in conjunction with ordering or paying for the Product, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete the Terms of Use. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THE TERMS OF USE.

