

TERMS OF USE

Commercial & Government Users

These Terms of Use apply to Commercial and Government use of the following CAS Solutions: SciFinder Discovery Platform™, SciFinder®, BioFinder®, and Chemical Compliance Index™

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society (ACS), grants to your organization a license to access and use the CAS Solution(s) set forth above to which you subscribe. By using the Product (as defined below), you accept and agree to be bound by these Terms of Use. CAS and Licensee may each be referred to herein as a "**Party**" or, collectively, as the "**Parties**."

1. DEFINITIONS

- a. **AI Enhancements.** Product features, functionality, or components that incorporate, use, depend on, or employ features enhanced by artificial intelligence.
- b. **Content.** Information, data, materials, text, images, code, works, or Output generated by, in, or through the Product, whether accessed directly or through a Third-Party Platform via CAS Connections.
- c. **Eligible Site.** A single location or address of a Licensee facility with business operations that are greater than fifty percent (50%) owned by Licensee as of the effective date of the Order. An affiliate may qualify as an Eligible Site, provided that the affiliate is greater than fifty percent (50%) owned by Licensee. Eligible Sites are set forth in the Order.
- d. **Key Contact.** An individual designated by Licensee as the administrative point of contact.
- e. **License.** The right to use the Product as set forth in these Terms of Use.
- f. **Licensee.** The legal entity listed on the Order licensing Product access.
- g. **Licensee Data.** Except as otherwise set forth in these Terms of Use, information, data, materials, works, files, reports, or other content that is uploaded, input, or entered into the Product by Licensee or a Named User or by CAS at the instruction of Licensee or a Named User.
- h. **Named User(s).** Current employee(s) of Licensee, and Licensee's contractor(s) and consultant(s) provided such contractor(s) or consultant(s) are accessing and using the Product solely for private, internal purposes related to Licensee's business. Each Named User is assigned, or obtains via self-registration, a unique Product Username and password.
- 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 these Terms of Use.
- j. **Output.** Content generated in, by or through an AI Enhancement in response to use of such features.
- k. **Personal Data.** Named User information, which may 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 provided by, or on behalf of, Licensee or Named User(s).
- l. **Product.** The Solution, including all features, functionality, modules and AI Enhancements, hosting infrastructure, access portals through which the Content is accessed, Output, and Content.
- m. **Restrictions.** Product use and access requirements and limitations set forth in these Terms of Use, including, but not limited to, management of Usernames, reasonableness of use, and prohibited uses described in Section 6.
- n. **Term.** The initial period of the License, as set forth in the Order, or a subsequent renewal period in which Licensee has a license to use the Product.
- o. **Username.** A unique account identifier assigned to an individual Named User that is used, in conjunction with a password, to access the Product.

- 2. **LICENSE.** CAS grants Licensee a non-perpetual, non-exclusive License to use the Product at each Eligible Site subject to these Terms of Use. The Product may be used solely for private, internal purposes related to

Licensee's business. Licensee's and Named User(s) right to use the Product is completely stated in these Terms of Use, and neither Licensee nor Named User(s) has any additional rights.

3. **TERM.** The initial Term of the License is set forth in Licensee's initial Product Order. The License shall automatically renew for a term equal to the immediately preceding Term. Licensee must provide CAS written notice at least thirty (30) days prior to the end of a Term if Licensee does not wish to renew.
4. **LICENSE FEES.** License fees ("**License Fees**") are set forth in Licensee's Order. License Fees for each Term are based on historical Product needs, if any, and an assessment of future Product needs as known and agreed between the Parties at the time of the assessment. If assessed parameters change during a Term leading to a significant increase in Product needs, Licensee is obliged to inform CAS immediately and the Parties agree to timely renegotiate License Fees in good faith. Such parameters include, but are not limited to, cancelling access to commercial vendor database subscriptions or products, transferring usage from other commercial vendor database subscriptions or products to the Product, adding sites, mergers, and acquisitions.

CAS will provide renewal License Fees at least sixty (60) days prior to the end of the initial Term and each subsequent renewal Term. CAS' intent is to provide renewal fees consistent with the standard Product price increase provided to all Product customers. This assumes that Licensee's Product needs do not change significantly during the current Term.

5. **PAYMENT.** Unless otherwise stated on the invoice, all payments shall be made in U.S. Dollars and are payable Net 30 from the invoice date. License Fees are invoiced annually in a single upfront payment and are non-refundable. All local, sales and use taxes, withholding tax (WHT), VAT, GST, and any other applicable taxes, tariffs, and duties not expressly listed herein, are Licensee's responsibility.

If Licensee requests an alternative payment schedule, an administration fee equal to 4% of the License Fee will apply and be reflected on the invoice. Licensee may not change the currency during the Term. If a purchase order number is required for payment, Licensee must provide it to CAS at orders@cas.org; failure to do so will not extend the payment due date. If payment is not received when due, Product access may be disabled and a 1.5% per month late fee may be applied. If CAS agrees to invoice a third party designated by Licensee, Licensee remains fully liable for all License Fees, and CAS reserves the right to disable Product access, in the event the third party fails to remit payment to CAS.

6. PRODUCT USE

- a. **Assignment & Individual Use of Username.** Licensee shall either submit in writing the request for assignment of Usernames to help@cas.org, or obtain a Username and password via self-registration. For Licensees in Japan, Licensee shall submit written requests to CAS' agent in Japan or obtain a Username and password via self-registration. The creation of generic usernames, such as "chemistrylibrary@", is prohibited. Named User(s) may use only the Username and password assigned to them or obtained via self-registration and may not share their Username or password with any other person.

- b. **Reasonableness of Use.** CAS will routinely monitor search, download, and export activity to benchmark typical usage patterns and ensure compliance with these Terms of Use. CAS may contact Key Contact and Named User(s) involved to discuss questioned usage patterns and resolve any issues.

If CAS determines that use is excessive or violates these Terms of Use, CAS may (i) de-activate Username(s) at issue and bar Named User(s) associated with such Username(s) from using the Product, or (ii) terminate the License in its entirety. CAS prefers to resolve these types of issues without de-activating Usernames or terminating the License in its entirety and will use reasonable efforts to do so. For purposes of this section, "excessive" shall include (i) use, search activity, downloading and/or exporting that is materially greater than, or different from, typical use patterns of searching, downloading or exporting, and/or (ii) activity that is indicative of an otherwise manual process being automated.

- c. **Prohibited Uses.** Neither Licensee nor Named User(s) shall:

- i. Extract, compile, or aggregate data from the Product, whether manually or through automated means (including scripts, macros, or programmatic methods), to create any collection, database, or directory;
- ii. Use any automated process, including scripts or macros, to interact with the Product, including automated login attempts;
- iii. Use the Product or Content for machine learning, algorithmic development, artificial intelligence purposes, or as input to any Large Language Model or related technology, whether public or private. Contact [CAS Services](#) to discuss available service options for such use cases;

- iv. Distribute, sublicense, assign, sell, loan, or otherwise transfer the Product or access thereto to any third party, or use the Product in conjunction with federated search tools;
 - v. Reverse engineer, decompile, reverse assemble, or otherwise attempt to derive the source code, algorithms, structure, or organization of the Product, or modify, adapt, or create derivative works from the Product;
 - vi. Use AI Enhancements, Outputs, or any other portion of the Product for illegal purposes, submit personal data into the Product in violation of applicable data privacy laws or without the data owner's consent, or misrepresent Output as human-generated, accurate, or verified by CAS.
- d. **Compliance.** Licensee will implement and maintain commercially reasonable safeguards to ensure only Named User(s) have access to the Product and use the Product in accordance with these Terms of Use. Licensee will:
- i. Inform Named User(s) of the Restrictions and enforce the Restrictions;
 - ii. Monitor usage of the Product for compliance with these Terms of Use and the Restrictions, and notify CAS immediately of any suspected violation by any user;
 - iii. Investigate with CAS any violation or suspected violation of any of the Restrictions, whether by Named User(s) or unauthorized user(s); and
 - iv. Cooperate with CAS in the resolution of the matter.

Licensee will, upon CAS' request, review with CAS the efforts described above and make such changes as may be reasonably necessary to ensure compliance with these Terms of Use.

- e. **Customer Support.** Licensee and Named User(s) may request [CAS Customer Center](#) support during regular service hours at no additional charge. If Licensee is located in Japan, Licensee and Named User(s) may also contact CAS' local agent in Japan for customer support.
- f. **Product Updates.** The Product may, at the discretion of CAS, be modified or updated and CAS may add new, or modify existing, modules, features and functionality (collectively "Update(s)") provided such Updates do not materially impede Product use. CAS may, in its sole discretion, decide whether to provide access to any Updates and may require payment of additional license fees for such access. Additional fees will be assessed only upon Licensee's acceptance. Regularly scheduled Product maintenance, including without limitation routine system checks, security patches, infrastructure updates, and performance optimizations, is operational in nature and does not constitute an Update. This Section shall not apply where (i) Licensee has declined or cancelled access to Solutions, features, functionality or modules CAS has identified to Licensee as necessary or recommended for Licensee to experience full benefit of the Product; and (2) Licensee fails to procure and maintain appropriate licenses to Third-Party Platform(s) and Third-Party Service.
- g. This Section shall not apply where (i) Licensee has declined or cancelled access to Solutions, features, functionality or modules CAS has identified to Licensee as necessary or recommended for Licensee to experience full benefit of the Product; and (2) Licensee fails to procure and maintain appropriate licenses to Third-Party Platform(s) and Third-Party Service.
- h. **Product Pilots.** If Licensee is accessing and using some, or all, of the Product as part of a Product pilot (a "Pilot"), CAS grants Licensee a non-perpetual, non-exclusive License to use the Product for the limited duration of the Pilot subject to these Terms of Use and any additional pilot documentation ("Pilot Documentation"). CAS, in its sole discretion, may disable Product export functionality during the Pilot. Unless Licensee purchases a Product subscription prior to the conclusion of the Pilot, all Content must be destroyed. In the event of conflict between any other provisions of these Terms of Use, Pilot Documentation and this provision, this provision shall govern.
- i. **Product Previews.** From time to time, CAS may temporarily make new, or modified, Product features, functionality, modules and Content available at no charge ("Product Previews"). Licensee and Named User(s) may, but are not required to, try such Product Previews. Use of Product Previews are subject to these Terms of Use.
- j. **Licensee Data.** Certain Product features, functionality, modules, and AI Enhancements may permit submission of Licensee Data into the Product. Licensee grants CAS a limited, royalty-free, fully paid-up, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license to use Licensee Data solely to perform its obligations under these Terms of Use. CAS shall not use Licensee Data as training data for AI Enhancements.

Licensee Data expressly excludes the Product and all other CAS/ACS intellectual property (collectively, "CAS/ACS IP"). Licensee retains all right, title, and interest in Licensee Data. No rights are granted to either party except as expressly set forth in these Terms of Use, and intermingling of CAS/ACS IP and Licensee Data in or through the Product does not transfer any ownership rights between the parties.

Licensee warrants that it owns or Named User(s) otherwise have the right to submit Licensee Data into the Product, and that doing so will not violate the rights of any third party. Licensee will indemnify CAS/ACS from all actions and claims by a third party related to Licensee Data.

k. AI-Enhanced Features. AI Enhancements are built on the [CAS Ethical Approach to AI](#).

- i. Output (i) may contain errors, inconsistencies, or outdated information, (ii) may be the same or similar to Output generated for other Product licensees or users, (iii) does not reflect CAS/ACS views, and (iv) does not constitute professional, scientific, medical, regulatory, or legal advice. Output is provided as-is without warranty or guarantee of accuracy. Licensee and each Named User are solely responsible for independently verifying the accuracy, completeness, and fitness of any Output before relying on it.
- ii. CAS Newton, an AI Enhancement which may be included as part of the Product license, is provided on a token-based consumption model. "Tokens" refer to units of processing capacity used by CAS Newton to receive, process, and generate Outputs. Token consumption may vary based on factors including, without limitation, input length, output length, and complexity of queries. Tokens reset daily. Once daily Tokens are consumed by a Named User, CAS Newton functionality may be suspended, limited, degraded, or made unavailable until Tokens are replenished. CAS does not guarantee uninterrupted availability, response times, or Output volume of CAS Newton, and shall have no liability for any unavailability, degradation, or limitation of CAS Newton resulting from a Named User's Token consumption. CAS may implement reasonable controls and technical safeguards to ensure Product integrity. CAS Newton Expanded Access increases Token availability and may be added to Licensee's Product license for an additional fee by contacting [CAS Customer Center](#).

7. CAS BIOFINDER. This Section applies only if Licensee's Product license includes CAS BioFinder and applies in addition to all other provisions of these Terms of Use. To the extent this Section conflicts with any other provision of these Terms of Use, this Section controls, but only as to BioFinder access and use.

- a. **Eligible Sites.** If Licensee has an active SciFinder or SciFinder Discovery Platform license as of the first day of Licensee's BioFinder Term, Eligible Site for the purposes of BioFinder shall mean all currently participating SciFinder or SciFinder Discovery Platform Eligible Sites as of such date. If Licensee does not have an active SciFinder or SciFinder Discovery Platform license as of the first day of Licensee's BioFinder Term, then "Eligible Site" shall have the meaning as defined in Section 1 of these Terms of Use.
- b. **Term.** Unless otherwise stated in the Order, Licensee's BioFinder license will be co-terminus with Licensee's SciFinder Solution license.
- c. **Relationship to SciFinder Solution.** Certain BioFinder content, features, functionality and modules are enhanced by, or accessible only through, a SciFinder or SciFinder Discovery Platform license (each, a "**SciFinder Solution**"). BioFinder license fees do not include access to any SciFinder Solution. To access such enhanced or SciFinder-dependent BioFinder functionality, Licensee must maintain an active SciFinder Solution license for the duration of the BioFinder Term. If Licensee cancels or fails to maintain its SciFinder Solution license during Licensee's BioFinder term, BioFinder functionality may be materially reduced. Any such reduction does not constitute a breach by CAS, does not entitle Licensee to a pro rata refund of license fees, and does not grant Licensee a right to early termination of its BioFinder license.
- d. **Third-Party Sources.** Portions of BioFinder content are enhanced by NaturalAntibody and subject to the [NaturalAntibody EULA](#), incorporated herein by reference. NaturalAntibody content may be changed at the discretion of CAS or NaturalAntibody.

8. CAS CONNECTIONS. This Section applies only if Licensee's Product license includes CAS Connections and applies in addition to all other provisions of these Terms of Use. To the extent this Section conflicts with any other provision of these Terms of Use, this Section controls, but only as to CAS Connections, CAS Connections Data, and Connections Output access and use.

"**CAS Connections**" is a licensed access module that enables Content access through a Third-Party Platform. Content accessed via CAS Connections remains subject to these Terms of Use. The following defined terms are defined in this Section and apply throughout these Terms of Use:

"**Third-Party Platform**" means a CAS-approved third-party software tool through which Content may be accessed via CAS Connections.

"**CAS Connections Data**" means Content or other information accessed in or through CAS Connections.

"Connections Output" means any content, results, or analysis generated by or through a Third-Party Platform that is derived from, incorporates, or is based on Content accessed via CAS Connections.

a. Permitted Uses and Security Requirements. Content accessed via CAS Connections may be used in conjunction with a Third-Party Platform for inference purposes that would otherwise be prohibited under these Terms of Use provided such use occurs solely within the approved Third-Party Platform. For avoidance of doubt, Licensee and Named User(s) may:

- i. Retrieve, access, display, search, analyze, and otherwise use CAS Connections Data within the approved Third-Party Platform;
- ii. Use CAS Connections Data as contextual input into an approved Third-Party Platform solely for the purpose of generating responses, analyses, summaries, reports, recommendations, insights, and other outputs for private, internal purposes related to Licensee's business;
- iii. Incorporate Connections Output into work product, provided that such CAS Connections Data is not republished, redistributed, or otherwise made available in a manner that circumvents, materially diminishes, or replaces the need of a Product license.

This is the sole and exclusive permitted use of Content for machine learning, artificial intelligence, or large language model purposes under these Terms of Use. This permission does not extend to Content accessed through the Product outside of CAS Connections, regardless of whether such Content is identical to Content available via CAS Connections.

CAS Connections shall be accessed exclusively through a private, secured instance of the applicable Third-Party Platform and shall not deploy or access CAS Connections through any public facing, shared, or otherwise unsecured instance. Licensee and each Named User shall not, and shall not permit any Third-Party Platform, to (i) use CAS Connections Data or Connections Output to develop, train, or improve any product, dataset, or service; or (ii) reverse engineer, decompile, reverse assemble, or otherwise attempt to derive the source code, algorithms, structure, or organization of the Product, or modify, adapt, or create derivative works from the Product.

b. Third-Party Platform Access & Use. Product license fees do not include access to any Third-Party Platform. Licensee is solely responsible for (a) obtaining and maintaining all required Third-Party Platform licenses and subscriptions at its own expense, (b) all fees imposed by or incurred in connection with any Third-Party Platform, and (c) compliance with all applicable Third-Party Platform terms of use and data use restrictions. CAS does not control, warrant, or assume any responsibility for the availability, performance, accuracy, or output of any Third-Party Platform. Use of any Third-Party Platform is at Licensee's and Named User(s) sole risk and subject to the applicable Third-Party Platform's own terms and conditions. CAS shall have no liability for any loss or damage arising from Licensee's or Named User(s) use of, or reliance on, CAS Connections or CAS Connections Data, regardless of whether accessed through the Product or a Third-Party Platform.

9. KEY CONTACT. Licensee must designate at least one individual for each Eligible Site 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 questions or usage issues. If CAS contacts the Key Contact regarding actual or potential unauthorized use of the Product by Licensee, Named User(s) or unauthorized user(s), the Key Contact and Licensee will use commercially reasonable efforts to assist CAS in investigating and resolving such issues.

10. WARRANTY & LIMITATION OF LIABILITY. CAS warrants that (i) the Product, and any Update(s) thereto, are free from significant defects in material and workmanship under normal use, and (ii) CAS has complete authority to grant the rights and undertake the obligations described in these Terms of Use without the further consent of any other person or entity. EXCEPT FOR THE EXPRESS WARRANTY IN THIS SECTION, THE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. USE OF THE PRODUCT, INCLUDING FEATURES ENABLING SUBMISSION OF LICENSEE DATA, IS AT LICENSEE'S AND NAMED USER(S) OWN RISK. CAS IS NOT RESPONSIBLE FOR PRODUCT ERRORS AND OMISSIONS OR SUBMISSION OF LICENSEE DATA INTO THE PRODUCT. CAS IS NOT LIABLE FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE OR USE OF THE PRODUCT.

As part of the Product experience, CAS may provide access to, and make Content available through, third-party tools, software, and services ("**Third-Party Services**"). CAS DISCLAIMS ANY AND ALL LIABILITY AND ANY

EXPRESS OR IMPLIED WARRANTIES FOR SUCH THIRD-PARTY SERVICES. NO REPRESENTATION HAS BEEN MADE BY CAS AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR LICENSEE'S OR NAMED USER(S) INTENDED PURPOSE.

- 11. OWNERSHIP.** Except as otherwise provided herein, the copyright and title to all property interests in or to the Product, including search queries, prompts, Output, Content, and CAS Connections Data, are in, and will remain with CAS/ACS as owner. Nothing in these Terms of Use shall be construed to modify existing intellectual property ownership rights as a result of use of AI Enhancements, CAS Connections, or a Third-Party Platform. Notwithstanding CAS's ownership of Output or CAS Connections Data and subject to these Terms of Use, Licensee may seek and obtain patent, trade secret, or other intellectual property protection for Licensee's own inventions, discoveries, methods, processes, formulations, or compositions of matter that are independently conceived or reduced to practice by Licensee, provided that neither Licensee nor any Named User shall (a) claim ownership of Output, (b) distribute, publish, or disclose Output in unmodified form to any third party, (c) use Output to develop, train, or improve any product, dataset, or service that circumvents, diminishes, or replaces the need to license the Product, or (d) file any intellectual property application that claims Output or CAS/ACS IP as its own original work. For the avoidance of doubt, the intellectual property rights in any invention, discovery, or original work independently created by Licensee or Named User(s) are not diminished by the fact that the Product, including Output, was used in the course of its development.
- 12. 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 or Named User(s) utilize the Product related to the collection and processing of Personal Data (the "Privacy Laws"). CAS may collect, use, and otherwise process Personal Data in accordance with the [CAS Privacy Policy](#). 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 any unauthorized use, disclosure, collection, or access of Personal Data (an "Incident"). Any such notification to the impacted Named User(s) or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with Named User(s) or other data subjects, if known.

13. GENERAL PROVISIONS.

- a. **Authority.** Licensee's representative signing the Order represents that they have the full and complete authority to bind Licensee and all Eligible Sites to these Terms of Use.
- b. **Confidentiality.** The Parties agree to keep all terms set forth in each Order confidential as if it were each Party's own confidential information.
- c. **Notices.** Any notice(s) given under these Terms of Use may be sent by electronic or certified mail to the Party's last known address.
- d. **Mergers/Acquisitions & Divestitures.** Any company in which Licensee obtains a majority ownership may not participate under the License without the prior written consent of CAS. If Licensee divests itself of a majority ownership in any Eligible Site, such Eligible Site may no longer participate under the License.
- e. **Information Use Policy.** The [CAS Information Use Policy](#) is incorporated herein by reference.
- f. **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 such right in the future. Neither CAS nor Licensee 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. Licensee must notify CAS in writing at least thirty (30) days in advance of any change in ownership of Licensee. 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. Licensee is responsible for all risks and costs associated with its, and Named User(s), use of the Product.

Licensee shall comply with all applicable U.S. export control and sanctions laws and regulations. Licensee absolves CAS of any liability for breach of contract or any other legal or equitable claim if Licensee, or any Eligible Site, its parent, subsidiary or affiliated companies, were to become subject to U.S. sanctions/export control restrictions and such sanctions/restrictions were to prevent performance by CAS. These Terms of Use may be changed at the discretion of CAS. In the event of any change that materially impedes Licensee's Product use, CAS will notify Licensee.

Neither Party shall be liable for any delay or failure to perform its obligations under these Terms of Use (other than payment obligations) to the extent such delay or failure results from causes beyond the Party's reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, embargoes, acts of governmental authorities, power failures, internet or telecommunications failures, or cyberattacks. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to mitigate the effects of the force majeure event.

14. TERMINATION. Licensee may not terminate Product access for convenience. Licensee's purchase to access the Product represents a commitment by Licensee to pay in full all License Fees for the duration of the Term. If either Party does not meet an obligation under these Terms of Use, the other Party may send written notice of the breach, including a reasonable cure period of not less than five (5) business 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. Upon termination, all rights to use the Product are immediately revoked. Notwithstanding the foregoing, the License to use Content 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 and Named User(s) shall destroy the Content and any remaining license to use Content is automatically revoked.

Upon Licensee's written request following termination of the License, CAS shall delete Licensee Data in its possession within thirty (30) days of receiving such request, except to the extent retention is required by applicable law or regulation.

15. SURVIVAL. The following provisions shall survive the expiration or termination of these Terms of Use for any reason: Warranty & Limitation of Liability, Ownership, Privacy, General Provisions, and Termination. All other rights and obligations that by their nature are intended to survive shall also survive expiration or termination.

16. ENTIRE AGREEMENT. These Terms of Use are the entire understanding between the Parties concerning the subject matter hereof, 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 an 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. Any terms or conditions contained in a purchase order, confirmation, acknowledgment, or other document issued by, or on behalf of, Licensee, whether submitted before or after Licensee's acceptance of these Terms of Use, shall have no force or effect and shall not modify, add to, or supersede any provision of these Terms of Use or Licensee's Order, regardless of whether CAS accepts, signs, or fails to object to such document. Any modifications to these Terms of Use requested by Licensee require written acceptance by CAS