CAS End User License Agreement

This agreement covers Your use of these CAS products, including all their features, content, and modules (together, the "Products"): CAS SciFinder Discovery Platform™, CAS SciFinder®, CAS BioFinder®, CAS IP Finder, powered by STN™, STN IP Protection Suite™, and CAS Chemical Compliance Index™.

This agreement is between You, the individual user, and CAS, a division of the American Chemical Society, 2540 Olentangy River Road, Columbus, Ohio 43202, USA. Please read it before You use the Products. By using the Products, You agree to it. If You do not agree, do not use the Products.

Your organization has its own agreement with CAS, which we call the "Organization Agreement." If this agreement and the Organization Agreement conflict, the Organization Agreement controls.

1. Key Words

- **Your organization:** the university, company, government agency, or other organization that subscribes to the Products. The Organization Agreement calls it the "Licensee."
- **Organization Agreement:** Your organization's license with CAS and the CAS Terms of Use that apply to it.
- **Authorized User:** a person covered by Your organization's Product license, as described in Section 2. The Organization Agreement calls this person a "Named User."
- **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.
- **AI Features:** Product features, functionality, or components that incorporate, use, depend on, or employ features enhanced by artificial intelligence.
- **Output:** Content generated in, by, or through AI Features in response to use of such AI Features.
- **Your Data:** Except as otherwise set forth in the Organization Agreement, information, data, materials, works, files, reports, or other content that is uploaded, input, or entered into the Product by You or by CAS at the instruction of You. Your Data does not include, and CAS/ACS retains all ownership rights in, the Product, Content, Output, search queries, prompts, or any other CAS/ACS intellectual property.

2. Who Can Use the Products. You may use the Products only if You are an Authorized User.

- **Academic Authorized Users.** You must be current faculty, staff, or a registered student of Your organization. Alumni and emeritus faculty, staff, and students are not Authorized Users.
- **Commercial and Government Authorized Users.** You must be a current employee of Your organization. A contractor or consultant is an **A**uthorized **U**ser only while working for Your organization's own internal business purposes.
- **Contractors and Search Services (CAS IP Finder).** You may search for Your organization only if CAS has approved You and issued You Your own username. All Your searching must be only for Your organization's benefit.

3. Your Account

- Use only Your own username and password. Never share them with anyone, including colleagues.
- Each person may have only one username. Shared or generic accounts (for example, "chemistrylibrary@") are not allowed.
- Keep Your name, email, and other contact details accurate and up to date.
- You are responsible for all activity under Your username.

- **Academic Authorized Users:** Register using the access-controlled link Your organization provides and Your organization email address. If Your organization does not issue email addresses, You must register in person on campus. VPN and proxy registration is not allowed unless You received a direct invitation from Your administrator. Use the Products only from Your organization's approved network.

4. **How You May Use the Products.** All Authorized Users may search, view, and download Content for their own work, within the limits below.

   a. **Academic Authorized Users.** Authorized Users may use the Products only for academic research. Academic research means:

      - coursework, teaching, and degree work; and
      - research funded by Your organization, a government agency, or a non-profit foundation that is meant for public publication, including research by students, faculty, and staff in Your organization's technology transfer office.

      Academic research does not include work done for a company. Examples:

      - patent, freedom-to-operate, or invalidity searches for a company sponsor;
      - consulting or company-funded contract research;
      - regulatory filings for a company;
      - grant work that requires commercializing or licensing results to a company; or
      - work delivered to a contract research organization for its client.

      That kind of work needs a separate commercial license.

      Academic Authorized Users may also:

      - store up to 5,000 records at a time;
      - share limited Content with other Authorized Users at Your organization on the same or related projects, as long as You do not build a shared or central collection; and
      - keep Content only until the earliest of: (a) when You no longer need it for a legitimate purpose permitted under Your organization's Product license; (b) if You are a student, when You complete Your degree program; (c) thirty-six (36) months after Your organization's Product license ends, or (d) any deletion date required by third-party database terms. After such time, You must destroy the Content and any remaining license to use Content is automatically revoked.

   b. **Commercial and Government Authorized Users.** Commercial and Government Authorized Users may use the Products only for their organization's own internal business purposes.

      Commercial and Government Authorized Users may also:

      - store up to 5,000 records at a time;
      - share limited Content with other Authorized Users at Your organization on the same or related projects, as long as You do not build a shared or central collection; and
      - keep Content only until the earliest of: (a) when You no longer need it for a legitimate purpose permitted under Your organization's Product license; (b) thirty-six (36) months after Your organization's Product license ends; or (c) any deletion date required by third-party database terms. After such time, You must destroy the Content and any remaining license to use Content is automatically revoked.

   c. **CAS IP Finder Authorized Users:** Some databases are not included unless Your organization's license lists them. Examples include Clarivate Derwent databases, Derwent Markush Resource (DWPIM), Article Galaxy, and single article purchases. Using them may create extra charges for Your

organization. It is Your responsibility to verify what databases and features are included and excluded from Your organization's license.

5. **What You May Not Do.** You may not, and may not help anyone else:

   a. Copy Content in bulk, or build a collection or database of Content, whether by hand or with scripts, macros, or other automated tools.

   b. Use scripts, bots, or other automation to run searches, download results, or log in.

   c. Use the Products or Content to train, build, test, or improve any AI or machine learning model, or put Content into any AI tool or large language model, public or private. The only exception is CAS Connections (Section 7). Otherwise, contact CAS if You need data for AI work.

   d. Share, sell, lend, or give access to the Products or Content to anyone who is not an Authorized User, or connect the Products to federated search tools.

   e. Reverse engineer, copy, or modify the Products, or try to access their source code.

   f. Use the Products for anything illegal, unethical, or outside legitimate and safe scientific research. This includes the unlawful development or spread of chemical, biological, radiological, or nuclear weapons, illegal drugs, or their precursors.

   g. Upload anyone's personal information without their consent or in violation of privacy laws.

   h. Present Output as human-created, accurate, or verified by CAS.

   i. Upload viruses or other harmful code, or probe or test the security of the Products.

   j. Create links that include login details, or mirror or frame any part of the Products.

   k. Copy, reproduce, republish, distribute, or display the Products or Content, except as this agreement permits.

   l. Use the Products or Content to build or improve a product or service that competes with the Products.

   m. Use the Products in a way that infringes anyone's intellectual property, privacy, or other rights, or that suggests CAS or ACS endorses You or Your work.

   n. Access the Products other than through the interfaces and access points CAS provides and which are included as part of Your organization's Product license(s).

6. **AI Features**

   - Output may be wrong, incomplete, or out of date, and others may receive similar Output. Output is not professional, scientific, medical, regulatory, or legal advice. It does not reflect the views of CAS or ACS.
   - Always check Output yourself before relying on it.
   - CAS Newton in SciFinder and BioFinder uses a daily usage allowance ("tokens"). The allowance resets each day. When You use it up, CAS Newton may slow down or stop until the next day.
   - CAS Newton in CAS IP Finder searches all databases, including ones Your organization does not subscribe to. Searching those databases creates extra charges for Your organization. To avoid them, tell CAS Newton which databases to skip, for example: "Do not search the Derwent databases."
   - CAS does not promise that AI Features will always be available or respond within any set time.

7. **CAS Connections.** CAS Connections is a licensed module that lets Authorized Users access Content through a CAS-approved third-party AI tool (a "Third-Party Platform"). If Your organization has CAS Connections, You may use Content inside a **T**hird-Party Platfor**m,** as follows:

   - You may search and analyze Content inside that tool and use it to generate answers, summaries, and reports for Your permitted work.

- You may include those results in Your own work product, as long as You do not republish or redistribute the Content in a way that replaces the need for a Product license.
- Use CAS Connections only through Your organization's private, secured version of the tool. Never use a public or shared version.
- Do not use, or permit any third party to use, Content or results from CAS Connections to train or improve any product, dataset, or service.

This permission covers only Content accessed through CAS Connections. It does not cover the same Content downloaded from, or accessed through, the Products another way.

8. Your Data

- You and Your organization keep ownership of Your Data.
- CAS uses Your Data only to provide, support and secure the Products. CAS does not use Your Data to train its AI Features.
- Upload only data You have the right to share.

9. Who Owns What

- CAS and ACS own the Products and all Content, including Output, search queries, and prompts. Using the Products does not transfer any ownership to You or Your organization.
- Your own discoveries remain Yours. You and Your organization may patent or otherwise protect inventions, methods, formulations, and compounds You independently develop, even if You used the Products along the way.
- You may not: (a) claim ownership of Output; (b) publish or share Output unchanged with anyone outside Your organization; (c) use Output to build a product or dataset that replaces a CAS license; or (d) file a patent or other IP application that claims Output or Content as Your own original work.

10. Third-Party Content and Tools

- Some Content comes from other providers and carries their own terms. These include the NaturalAntibody EULA for CAS BioFinder and the STN Information Keep & Share Program and the database-specific terms posted at www.stn.org for CAS IP Finder. Those terms are part of this agreement, and the providers or CAS may change them.
- CAS is not responsible for third-party tools or services You use with the Products. Your use of them is between You, Your organization, and that provider.
- If You install or enable third party tools or services for use with the Products, You agree that CAS may allow such third-party providers to access Your personal information as required for the interoperation of such tools or services with the Products, and any exchange of data or other interaction between You, Your organization, and a third-party provider is solely between You, Your organization, and such third-party provider.

11. Monitoring and Suspension

- CAS monitors search, download, and export activity to spot unusual use and confirm that people follow this agreement.
- CAS may contact You or Your organization's administrator about unusual use. CAS prefers to resolve issues by talking first.
- CAS may suspend or end Your access if: (a) You break this agreement or the Organization Agreement; (b) Your use is excessive; (c) Your login has been shared or stolen; or (d) Your use is causing harm to CAS or others.

- "Excessive" use includes (a) searching, downloading, or exporting that is much greater than, or different from, typical use, and (b) activity that looks like a manual process being automated.

12. **Privacy.** CAS collects and uses information about You, such as Your name, email, organization, location, IP address, and how You use the Products, as described in the CAS Privacy Policy. CAS uses this information to provide, support, secure, and improve the Products. CAS protects it with appropriate safeguards and will tell You if a security incident affects Your information as required by law.

13. **Export and Sanctions.** You must follow all export control and sanctions laws that apply to Your use of the Products. You confirm You are not on any government list of people barred from receiving exports. CAS is not responsible if sanctions or export restrictions that apply to You or Your organization prevent CAS from providing the Products.

14. **NO PROMISES AND LIMITS ON CAS LIABILITY.** TO THE EXTENT THE LAW ALLOWS:

    - THE PRODUCTS, CONTENT, AND OUTPUT ARE PROVIDED "AS IS." CAS MAKES NO PROMISES, EXPRESS OR IMPLIED, ABOUT ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT.
    - CAS IS NOT RESPONSIBLE FOR ERRORS OR GAPS IN SEARCH RESULTS OR OUTPUT.
    - CAS IS NOT LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR USE OF THE PRODUCTS, OR YOUR USE OF OR RELIANCE ON CAS CONNECTIONS OR ANY THIRD-PARTY PLATFORM OR SERVICE.
    - YOU USE THE PRODUCTS AT YOUR OWN RISK.

15. **When Your Access Ends**

    - Your right to use the Products ends when Your organization's Product license ends, when You are no longer an Authorized User, or when CAS ends Your access.
    - When Your organization's Product license ends, the following applies:
        - If You are an Academic Authorized User, You may keep Content only until the earliest of: (a) when You no longer need it for a legitimate purpose permitted under Your organization's Product license; (b) if You are a student, when You complete Your degree program; (c) thirty-six (36) months after Your organization's Product license ends; or (d) any deletion date required by third-party database terms. After such time, You must destroy the Content and any remaining license to use Content is automatically revoked.
        - If You are a Commercial or Government Authorized User, You may keep Content only until the earliest of: (a) when You no longer need it for a legitimate purpose permitted under Your organization's Product license; (b) thirty-six (36) months after Your organization's Product license ends; or (c) any deletion date required by third-party database terms. After such time, You must destroy the Content and any remaining license to use Content is automatically revoked.
    - If You used the Products during a trial or pilot, delete all Content at the end of the pilot unless Your organization buys a Product license.

16. **Changes.** CAS may update the Products and this agreement from time to time. New features Your organization receives are covered by this agreement. If CAS makes a change that significantly affects Your rights, CAS will notify You. Continuing to use the Products after a change means You accept it.

17. **Other Terms**

    - The CAS Information Use Policy is part of this agreement.

- You may not transfer this agreement or Your access to anyone else.
- If any part of this agreement cannot be enforced, the rest still applies.
- If CAS does not enforce a right promptly, CAS can still enforce it later.
- Any terms that by their nature should continue, including those relating to intellectual property, disclaimers, limitations of liability, and dispute resolution, survive after Your access ends.
- The laws of the District of Columbia, USA, govern this agreement, and its courts will decide any dispute, and You hereby consent to the exclusive jurisdiction therein.

18. **Questions.** Contact Your organization's CAS administrator or the CAS Customer Center. In Japan, You may also contact CAS's local agent.