

Commercial License for CAS Content Accessed Through CAS Common Chemistry API

These Terms of Use are applicable exclusively to commercial use of CAS Content access through the CAS Common Chemistry API. Non-Commercial use of such CAS Content is subject to the terms set forth in Creative Commons Attribution – NonCommercial 4.0 International (CC BY-NC 4.0).

Terms of Use

These Terms of Use set forth the terms under which CAS, a division of the American Chemical Society (“CAS” or “Company”), grants to your organization (“Licensee”), a commercial license to access and use the API and CAS Content for Commercial Use.

By accessing and using the API and CAS Content, Licensee accepts and agrees to be bound by these Terms of Use. CAS and Licensee may each be referred to herein individually as a "Party" or collectively as the "Parties." For the avoidance of doubt, Licensee’s access and use of the API and CAS Content through CAS solutions including, but not limited to, CAS’ SciFinder Discovery Platform, SciFinder, STN IP Protection Suite, STNext, and CAS Services (collectively the “CAS Solutions”) shall continue to be governed by such separate license agreement(s) between CAS and Licensee. These Terms of Use in no way supplement or replace such other agreement(s) between the Parties or Licensee’s use of CAS Solutions. For a complete list of the CAS Solutions portfolio visit www.cas.org.

1. Definitions.

- a. **API.** The CAS Common Chemistry Application Programming Interface and any API documentation or other CAS Common Chemistry API materials made available by CAS.
- b. **Application(s).** Web or other software services or applications developed by Licensee or any third-party on behalf of Licensee, to interact with the API.
- c. **CAS Content.** The API output, drawn from CAS’ proprietary databases of scientific and technical information, which includes CAS-curated content contained within CAS Common Chemistry, comprised of substance data for nearly 500,000 chemical substances from CAS REGISTRY®, including the following where available: CAS RN, chemical name, synonyms, chemical structure representation(s), and basic compound properties.
- d. **Commercial Use.** Accessing or using the CAS Content for commercial advantage or financial gain.
- e. **Integration.** Licensee’s application, software, technology, services, or materials that will connect to, input data, and receive output from the API.
- f. **Key Contact.** A Key Contact is an individual designated by Licensee as the administrative point of contact.
- g. **License.** Licensee’s right to use the CAS Content through the API as set forth in these Terms of Use.
- h. **Licensee.** The legal entity listed on the Order licensing the right to use the CAS Content obtained through the API.

- i. **Order.** The API and CAS Content licensing document(s), including, but not limited to, quotes, proposals, orders, agreements and amendments to any of the foregoing, which set forth the details of Licensee's purchase of the CAS Content license. These Terms of Use are incorporated by reference and made a part of Licensee's Order.
 - j. **Personal Data.** Information reasonably related to an identified or identifiable natural person.
 - k. **Term.** The initial period of the License, or a subsequent renewal period in which Licensee licenses access to the CAS Content.
2. **License.** CAS grants Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the API and CAS Content accessed through the API solely for private, internal purposes related to Licensee's business. Licensee's rights to use the API and CAS Content are completely stated herein, no implied licenses are granted and Licensee has no other or additional rights. CAS reserves all rights that are not expressly granted.
 3. **Term.** The initial Term of the License is set forth in Licensee's Order. This License will automatically renew for a term equal to the immediately preceding Term. Licensee must notify CAS at least thirty (30) days in advance of renewal if Licensee does not desire to continue to license the CAS Content following the end of a Term.
 4. **License Fees.** License Fees for the initial Term are set forth in Licensee's Order.
 5. **Invoicing.** Invoices will be in US Dollars. Licensee must pay all invoiced amounts in accordance with payment terms set forth on the CAS invoice. License Fees are non-refundable. 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. If Licensee fails to pay timely the License fees, CAS may immediately terminate the Order and License.
 6. **Key Contact.** Licensee will designate at least one individual to serve as Licensee's administrative point of contact with CAS. Licensee will provide CAS with updated contact information if an administrative contact is added or changed.

The Key Contact will serve as CAS' first point of contact for questions or usage issues regarding the CAS Content or API. In the event CAS contacts the Key Contact regarding actual or potential unauthorized use of the CAS Content pursuant to these Terms of Use, the Key Contact and Licensee will use their best efforts to assist CAS in investigating and resolving such issues.

7. **Information Use Policy.** The CAS Information Use Policy, available at <https://www.cas.org/legal>, and incorporated herein by reference, describe the permissible use of the CAS Content. Such policies may be changed at the discretion of CAS. In the event of a conflict between the Order, including these Terms of Use, and the Information Use Policy, the Order shall control.
8. **Use Restrictions.** Except as expressly permitted under these Order, Customer may not:
 - a. Whether in whole or in part, copy, modify, or create derivative works of the API, or the CAS Content searched and retrieved via the API;
 - b. Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available to a third party the API or CAS Content;
 - c. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;
 - d. Remove any proprietary notices from the API or the CAS Content;
 - e. Use the API or CAS Content in any manner or for any purpose that infringes,

misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;

- f. Combine or integrate the API or CAS Content with any application, software, technology, services, or materials not authorized by CAS;
 - g. Design or permit Application(s) to disable, override, or otherwise interfere with any CAS-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
 - h. Use the API or CAS Content in any Application(s) to replicate or attempt to replace the user experience of any other product or service offered by CAS;
 - i. Attempt to cloak or conceal Licensee's identity or the identity of Application(s) when requesting authorization to use the API;
 - j. Use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities;
 - k. Use the API or CAS Content for the purposes of machine learning, algorithmic development, testing or enhancing, or any other artificial intelligence purposes;
 - l. Create, use or input any CAS content or other information accessed in or through the API into any Large Language Model (LLM) or related technology regardless of whether such LLM is public or private. If Licensee or a Named User requires access to content or other information accessed in or through the API for such purposes, please contact [CAS Services](#) to discuss available service options; or
 - m. Use the API in any way that violates these Terms of Use, or applicable laws, rules, and regulations.
9. **Applications.** Licensee agrees to monitor the use of the Applications for any activity that violates these Terms of Use or any applicable laws, rules and regulations and promptly restrict any offending Application(s) users from further use of the Application(s). Monitoring shall include, but is not limited to, identifying any actual or suspected fraudulent, inappropriate, or potentially harmful behavior. Licensee agrees to provide a resource for Application users to report actual or suspected Application abuse.

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

10. General Provisions.

- a. **Mergers/Acquisitions & Divestures.** Any company which Licensee obtains a majority ownership in may not participate under this License without the prior written consent of CAS. If Licensee divests itself of a majority ownership in any Affiliate, such Affiliate may no longer participate under this License. For the purposes of these Terms of Use, "Affiliate" is defined as an organization which is greater than fifty percent (50%) owned or controlled by Licensee.
- b. **Confidentiality.** Licensee and CAS both agree to keep all Order terms confidential as if it were each party's own confidential information.
- c. **Intellectual Property Ownership.** CAS owns all right, title, and interest, including all intellectual property rights, in and to the API and CAS Content. The Order and Terms of Use do not grant Licensee any right of ownership in CAS Content or the API. Licensee is prohibited from making

any modifications, adaptations, enhancements, decompilations, changes or derivative works of, or to, the CAS Content.

Licensee will use commercially reasonable efforts to safeguard the API and CAS Content (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee (i) will notify CAS promptly if Licensee or any Application user becomes aware of any actual or suspected infringement of CAS' intellectual property rights set forth above and (ii) agrees to cooperate fully with CAS, in any legal action to enforce CAS' intellectual property rights.

Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Application(s).

- d. **Warranty and Liability Disclaimers.** The API and CAS Content are provided as-is without warranty. CAS DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE API, CAS CONTENT, AND ALL INFORMATION SUPPLIED TO LICENSEE PURSUANT TO THESE TERMS OF USE AND/OR ORDER, CAS DOES NOT WARRANT ACCURACY OR COMPLETENESS, IS NOT RESPONSIBLE FOR ERRORS AND OMISSIONS, DOES NOT REPRESENT THAT THE USE OF THE CAS CONTENT OR OTHER INFORMATION SUPPLIED OR SERVICES RENDERED IN CONNECTION WITH THESE TERMS OF USE OR ORDER 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 CAS CONTENT, INFORMATION OR PRODUCTS PROVIDED, OR ANY FAILURE TO RENDER SERVICES OR PROVIDE CONTENT, INFORMATION OR PRODUCTS PURSUANT TO, OR IN ANY WAY ARISING FROM, THESE TERMS OF USE OR ORDER.
- 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 Licensee's users utilize the CAS Content 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 CAS privacy policies, incorporated herein by reference, and made available at <https://www.cas.org/legal/privacy> (the "CAS Privacy Policy"). Each party agrees to employ appropriate administrative, physical and technical safeguards designed to protect the Personal Data submitted to CAS. 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 Licensee's impacted CAS Content users or other data subjects related to an Incident may be performed through electronic communication directed to the email address associated with Named Users or other data subjects, if known. For the purposes of these Terms of Use, "Personal Data" shall include name (including honorific), title, user ID, security questions/answers, organization name, geographic location, IP address and other HTTP header information, phone number, email address, and other information collected from Licensee.
- f. **Termination.** This License may not be terminated for convenience and represents a commitment by Licensee to pay all Fees in full. If either party does not meet an obligation or promise made under these Terms of Use, the other may send written notice of the breach, including a reasonable cure period of not less than five (5) days. If the breach is not cured, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate Order and License effective immediately upon written notice. Notwithstanding the foregoing, if CAS determines, in its sole discretion, it is necessary to terminate or suspend any rights granted under these Terms of Use as a result of excessive or unreasonable use of the API or CAS Content or access is being terminated or suspended as a result of non-payment of Fees by Licensee, then CAS shall have no obligation to provide advance notice of such termination or suspension.

Notwithstanding anything contrary set forth in the CAS Information Use Policy, upon termination for any reason, including expiration of the Term, all licenses and rights granted to Licensee under these Terms of Use will automatically terminate, and Licensee must immediately cease using, destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls all copies of the API and CAS Content. For avoidance of doubt, Licensee has no right to retain CAS Content beyond date of the termination of the License. Termination will not limit any of CAS' rights or remedies at law or in equity.

- g. **General Terms.** Should any part of these Terms of Use be unenforceable, all other provisions will not be affected. If either party does not exercise any right provided for in these Terms of Use, this does not mean that such party waives the right to exercise it in the future. 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 thirty (30) days in advance in writing 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 use of the CAS Content, including any and all applicable taxes and duties, such as local, use, value-added, or sales tax, and custom duties.

The foregoing GENERAL PROVISIONS shall survive the termination of these Terms of Use and any applicable Order access for any reason.

11. **Notices.** Any notice(s) given under these Terms of Use may be sent by electronic mail or by certified mail to the party's last known address.
12. **Entire Agreement.** These Terms of Use, together the applicable Order(s), 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. The Terms of Use and Order 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 these Terms of Use shall be resolved in favor of the Order. If Licensee uses a purchase order in conjunction with ordering or paying for the CAS Content, the Parties agree that the terms of the purchase order will in no way modify, add to, or delete these Terms of Use or applicable Order. ANY DISCREPANCY BETWEEN LICENSEE'S PURCHASE ORDER(S) AND THESE TERMS OF USE WILL BE RESOLVED IN FAVOR OF THESE TERMS OF USE.