

CAS

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

By using the Product, you accept and agree to be bound by the Terms of Use. (...)

1. DEFINITIONS.

(...)

c. License. Licensee's right to use the Product as set forth in the Terms of Use.

d. Licensee. The legal entity listed on the Order licensing Product access.

e. Named User. A current employee of Licensee, and 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, including scientific research. Each Named User is assigned, or obtains via self-registration, a unique Product Username and password.

(...)

g. 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.

(...)

i. 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, including all content, features, functionality and modules accessible in and through the Product, at each Eligible Site subject to the Terms of Use. The Product may be used only by Named Users for private, internal purposes related to Licensee's business, including scientific research. Named Users may use the Product off-site (i.e. when not physically located on the campus of an Eligible Site) provided they are within a secure network of the Licensee. Licensee's right to use the Product is completely stated in the Terms of Use, and Licensee has no other or any additional rights.

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6. PRODUCT USE AND USERNAMES.

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. The creation of generic usernames, such as "chemistrylibrary@", is prohibited. Each Named User 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 monitor the volume of searching and downloading activity associated with each Username on a routine basis, for the purposes of benchmarking “average” use, noting any significant variance in patterns of usage for particular username(s), 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 use is “excessive”, unreasonable or violates the Terms of Use, CAS may (i) deactivate an individual 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. CAS may only terminate the License in its entirety if Licensee is actively involved in the unauthorized use.

c. Prohibited Uses. Licensee shall not:

- i. 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);
- ii. 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;
- iii. Use the Product for the purposes of machine learning, algorithmic development, testing or enhancing, or any other artificial intelligence purposes;
- iv. Redistribute to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the Product;
- v. 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;
- vi. 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.

d. 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:

- i. 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;
- ii. Monitor usage of the Product for compliance with the Terms of Use 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 a Named User(s) or unauthorized user; and

iv. 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.

e. Customer Support. Named Users may request CAS Customer Center (<https://www.cas.org/contact>) support during regular service hours at no additional charge.

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