

BASIC ORDERING AGREEMENT BETWEEN

Chemical Abstracts Service, A Division of the American Chemical Society

AND

**The Regents of the University of California
Lawrence Berkeley National Laboratory**

BASIC ORDERING AGREEMENT

1000001413.

Effective 6/1/21

PERIOD OF PERFORMANCE

Year 1 -	6/1/21 thru 5/31/22
Year 2 -	6/1/22 thru 5/31/23
Year 3 -	6/1/23 thru 5/31/24
Year 4 -	6/1/24 thru 5/31/25
Year 5 -	6/1/25 thru 5/31/26

This Basic Ordering Agreement (BOA) between Chemical Abstracts Service (Vendor, hereinafter "Seller") and The Regents of the University of California Lawrence Berkeley National Laboratory is entered into to provide products and services to Department of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in Attachment A.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. Terms of Use and General Terms and Conditions are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct-billed accordingly.

ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period of Performance (POP) of this BOA.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on 6/1/21 and end on 5/31/26.

The term of this BOA may be extended pursuant to this clause for up to three (3) years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 3 – DELIVERY / PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination.
- Payment Terms: Prompt payment discount or NET 30 from receipt of an accurate invoice.
- Invoice submission instructions shall be set forth in the Contractor Order(s).
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods and/or services listed in Attachment A at the fixed prices and/or discount schedule identified in Attachment B. The prices and/or discounts identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

[Preparer must ensure that pricing is consistent for all methods of payment, i.e. credit card, e-commerce, Purchase Order, etc. and reflected in Attachment B.]

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

Thomas Hussey
Lawrence Berkeley National Laboratory
One Cyclotron Road
Berkeley, CA 94720
TEH@lbl.gov; (510) 486-4922

Seller BOA Administrator's Address is as follows:

Chemical Abstracts Service
Attn: Legal Administration
Jennifer Sexton
jsexton@cas.org; (614) 726-9203

All Orders placed hereunder shall reference this BOA No 1000001413

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS

RESERVED

If applicable, sales under this BOA shall be transacted through a Seller-authorized small business vendor/reseller at the prices and/or discounts in Attachment B.

ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 9 – ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

In the performance of this Agreement, the Seller shall specify, furnish, and use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement requirements and the intended end use of the products or services. Information on environmentally preferable products and services is available at: <https://www.epa.gov/contracts/greening-government-procurement>.

The Seller agrees to use good faith efforts to utilize smart-size packing, to customize box sizes in order to reduce packaging waste, and to minimize the number of shipments per order. Recycling practices and methods should be used to minimize the adverse effects on the environment. The Subcontractor shall use every reasonable effort to use cardboard and paper-based packaging materials for shipments to the Contractor(s).

ARTICLE 10 – SYSTEM FOR AWARD MANAGEMENT (SAM)

By acceptance of this Agreement, the Seller certifies that it will be registered in the SAM database (<http://www.sam.gov/>) within 30 days of Agreement award per Federal Acquisition Regulation (FAR) 52.204-7, *System for Award Management*, and acknowledges the requirement heretofore to maintain said registration in the database in accordance with FAR 52.204-13, *System for Award Management Maintenance*, during performance of this Agreement. The Seller is responsible for the accuracy and completeness of its data within the SAM database in accordance with the stated requirements. In any event, failure to complete the registration within the required timeframe or to maintain such registration throughout Agreement performance is considered a breach of Agreement.

ARTICLE 11 – EXPORT CONTROL ITEM CLASSIFICATION AND NOTIFICATION

By acceptance of this Subcontract, the Seller certifies that all export control classification information will be provided before performance and delivery of items. This information will normally be included in the Representations and Certifications, where applicable. The Contractor(s) reserves the right to refuse any item that the Seller has not provided export control information.

If any of the ordered items (including data, software, or services) are export controlled under the International Traffic in Arms Regulations (22 CFR Sections 120-130, aka "ITAR"); the Export Administration Regulations (15 CFR Sections 730-774, aka "EAR"); or if sourced internationally, i.e. controlled under a country's equivalent dual use or military strategic goods list, then the Seller agrees to provide the Procurement Representative with written notification of this export controlled status prior to shipment or transfer to the Contractor(s). The notification must specifically identify the export-controlled items and its export classification. The Contractor(s) reserves the right to cancel or modify any part of the Agreement that includes export-controlled items, data, software, or services prior to accepting delivery. Seller shall indemnify the Contractor(s) and the Government for all export enforcement mitigation cost, fines, or penalties incurred by the Contractor(s), specifically arising from Seller's failure to comply with this notification provision and the Contractor(s) reliance on the Seller's representation as provided.

ARTICLE 12 – LIST OF ATTACHMENTS

Attachment A – Products and/or Services

Attachment B – DOE Pricing Schedule

Attachment C-1/C-2 – BOA General Terms and Conditions for Commercial Items and Services, DOE Contractors and CAS Terms of Use – Commercial & Government Users

Attachment D – CAS Privacy Policy Statement

Attachment E – Information Use Policy

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Chemical Abstracts Service signature date.

ACKNOWLEDGED AND CONFIRMED;

Chemical Abstracts Service	The Regents of the University of California, Lawrence Berkeley National Laboratory (on behalf of the U.S. Department of Energy Integrated Contractor Purchasing Team)
BY: <i>Craig W. Stephens</i>	BY: Edna Annis <small>Digitally signed by Edna Annis Date: 2021.05.28 13:30:12 -0700</small>
TITLE: Chief Customer Officer	TITLE: Chief Procurement Officer
DATE: May 28, 2021	DATE: 5/28/21



**Attachment A – Products and/or Services
ICPT BOA Agreement 1000001413**

April 15, 2021

The following identifies the Products and Services identified below which shall be applicable to the laboratories listed on Attachment B ordered under this Agreement.

Service	Term
*SciFinder Discovery Platform	6/1/21 – 5/31/22
SciFinder Discovery Platform	6/1/22 – 5/31/23
SciFinder Discovery Platform	6/1/23 – 5/31/24
SciFinder Discovery Platform	6/1/24 – 5/31/25
SciFinder Discovery Platform	6/1/25 – 5/31/26

* SciFinder Discovery Platform (includes, but not limited to):

- Bioscape Analysis
- Chemscape Analysis
- Biosequence Searching
- Retrosynthesis Email Option
- Collective Index (CI) Values to Substance Name Displays
- Display Similarity Scores in Substance Result Sets
- Biosequencing Searching – CDR
- Biosequencing Searching – Motif
- Bioscape for CDR and Motif
- Combine Alert Results
- Identify First Authentication
- Download Substances in RTF Format
- Share Functionality/Email Optimization
- + More

(END OF ATTACHMENT A – PRODUCT AND SERVICES)

**Attachment B – DOE Pricing Schedule
ICPT BOA Agreement 100001413**

April 15, 2021

The following identifies the anticipated pricing structure that would be applicable to the Products and Services identified below ordered under this Pricing Schedule (based on historical usage by each Laboratory listed). The pricing structure shall remain fixed for the term of this Agreement.

Customer Name	SciFinder Discovery Platform Renewal Fees					Total
	Year 1 (Jun 2021- May, 2022)	Year 2 (Jun 2022- May, 2023)	Year 3 (Jun 2023- May, 2024)	Year 4 (Jun 2024- May, 2025)	Year 5 (Jun 2025- May, 2026)	
Argonne National Laboratory	\$189,870	\$194,615	\$199,480	\$204,465	\$209,575	\$ 998,005
Bettis Atomic Power Laboratory/Knolls	\$7,635	\$7,825	\$8,020	\$8,220	\$8,425	\$ 40,125
Brookhaven National Laboratory	\$38,755	\$39,725	\$40,720	\$41,740	\$42,785	\$ 203,725
Fermi National Accelerator Laboratory	\$2,890	\$2,960	\$3,035	\$3,110	\$3,190	\$ 15,185
Idaho National Laboratory	\$18,820	\$19,290	\$19,770	\$20,265	\$20,770	\$ 98,915
Kansas City Plant	\$5,490	\$5,625	\$5,765	\$5,910	\$6,060	\$ 28,850
Lawrence Berkeley National Laboratory	\$200,830	\$205,850	\$210,995	\$216,270	\$221,675	\$ 1,055,620
Lawrence Livermore National Lab	\$85,325	\$87,460	\$89,645	\$91,885	\$94,180	\$ 448,495
Los Alamos National Laboratory	\$262,385	\$268,945	\$275,670	\$282,560	\$289,625	\$ 1,379,185
National Energy Technology Laboratory	\$89,850	\$92,095	\$94,395	\$96,755	\$99,175	\$ 472,270
National Renewable Energy Laboratory	\$97,680	\$100,120	\$102,625	\$105,190	\$107,820	\$ 513,435
Oak Ridge National Laboratory	\$162,540	\$166,605	\$170,770	\$175,040	\$179,415	\$ 854,370
Pacific Northwest National Laboratory	\$191,080	\$195,855	\$200,750	\$205,770	\$210,915	\$ 1,004,370
Pantex Plant LLC	\$2,945	\$3,020	\$3,095	\$3,170	\$3,250	\$ 15,480
Sandia National Laboratories	\$189,315	\$194,050	\$198,900	\$203,870	\$208,965	\$ 995,100
Savannah River National Laboratory	\$40,000	\$41,000	\$42,025	\$43,075	\$44,150	\$ 210,250
Total DOE	\$1,585,410	\$1,625,040	\$1,665,660	\$1,707,295	\$1,749,975	\$8,333,380

(END OF ATTACHMENT B – PRICING SCHEDULE)

LBNL-BOA MA 100001413
ATTACHMENT C-1
BASIC ORDERING AGREEMENT
GENERAL TERMS AND CONDITIONS
FOR COMMERCIAL ITEMS AND SERVICES
DOE CONTRACTORS (04/2016)

1. DEFINITIONS

The following terms shall have the meanings below:

- a.** "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b.** "Seller" means Chemical Abstracts Service, a Division of The American Chemical Society, that has entered into this Basic Ordering Agreement (BOA).
- c.** "Company" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d.** "Item" means "*commercial items or services*" and "*commercial component*", as defined in FAR 52.202-1.
- e.** "Order" means individual requests for Items or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f.** "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g.** "BOA Procurement Representative" means the person responsible for negotiating and administrating the BOA.
- h.** "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i.** "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under this BOA which will supplement these general Terms and Conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) Site Specific Order, (3) Site Specific Terms and Conditions, (4) the BOA, and (5) the BOA general Terms and Conditions.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Company may assign the BOA and Orders to DOE or its' designee, and in case of such transfer and notice thereof to Seller, the Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the Terms and Conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of Company to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company acceptance and extend for a period of:

- (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or
- (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified

it.

If any nonconformity or latent defect with the item appears within the warranty period, Seller shall promptly repair or replace said items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace said item or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Company is furnished written notice and a signed copy of said assignment at the time of or before request for payment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of:

- (1) the agreed price of such items, or
- (2) Seller's cost of replacing such items.

Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- (1) receipt of Seller's proper invoice, if required, or
- (2) delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Company. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the Order of Precedence clause):

- (1) BOA pricing paid below Seller's pricing previous price paid (Historically Pricing or established GSA Pricing).
- (2) BOA pricing paid below Seller's most preferred supplier pricing.

12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency (EPA) pursuant to the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and Toxic Substances Control Act (TSCA) as amended. With each delivery, Seller shall provide Company any applicable Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act (OSHA) and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the mutually agreed-upon price for completed items delivered and accepted. The Company and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Tax collection and payment is specific to the Company issuing an order under this BOA; therefore, Seller should refer to the Site Specific Terms and Conditions for each order. In the event no Site Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral Change Order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral Change Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this Article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the Order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits

thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

-  FAR 52. 219-8 Utilization of Small Business Concerns (OCT 2018)
-  FAR 52.222-26 Equal Opportunity (SEP 2016), (The required poster is available at: <http://www.dol.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)
-  FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Jun 2020), and
-  FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 2020)
-  FAR 52.227-3 Patent Indemnity (APR 1984)
-  FAR 52.227-9 Refund of Royalties (APR 1984)
-  FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)

(END OF ATTACHMENT C-1 – GENERAL TERMS AND CONDITIONS)

"Attachment C-2"
To
ICPT BOA Agreement 1000001413

TERMS OF USE
Commercial & Government Users

These Terms of Use apply to Commercial and Government use of the following CAS Products: SciFinder[®], SciFinder-, SciFinder Discovery Platform[™], 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 product(s) set forth above to which you subscribe, together with all content, features, functionality and modules accessible in and through such product(s) (hereinafter 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. **Eligible Site.** A single location or address of a Licensee facility where such business operations thereon 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.
- b. **Key Contact.** A Key Contact is a Named User at an Eligible Site designated by Licensee as the administrative point of contact.
- 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), consultant(s) and affiliate(s) provided such contractor(s), consultant(s) or affiliate(s) are accessing and using the Product solely for internal purposes related to Licensee's business or research. Each Named User is assigned, or obtains via self-registration, a unique Product Username and password.
- f. **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.
- 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.
- h. **Term.** The initial period of the License, as set forth in the Order, or a subsequent renewal period in which Licensee licenses the Product.

- 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. Licensee's right to use the Product is completely stated in the Terms of Use, and Licensee has no other or 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 notify CAS at least thirty (30) days in advance of renewal if Licensee does not desire to continue using the Product following the end of a Term.
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 or not 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 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.

- c. **Prohibited Uses.** Licensee shall not:

- i. Create or compile, directly or indirectly a collection, compilation, database or directory, manually, via automated programing, 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](#) support during regular service hours at no additional charge.
- f. 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.

7. **KEY CONTACT.** CAS requires that Licensee designate at least one Named User 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 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.

8. **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 Eligible Site, such Eligible Site may no longer participate under this License. Licensee may transfer or assign this Order to the U.S. Government or a successor-in-interest for the management and operation of Licensee.
- b. **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.
- c. **Confidentiality.** Licensee and CAS both agree to keep all terms set forth in each Order confidential as if it were each Party's own confidential information.
- 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"). EXCEPT FOR THE ACTIVE NEGLIGENCE, SOLE NEGLIGENCE, OR WILLFUL MISCONDUCT OF CAS, 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, attached as "Attachment D" 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, attached hereto as "Attachment E" 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. Licensee must notify CAS thirty (30) days in advance in writing of any change in ownership of Licensee. 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. CAS shall have no 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 foregoing GENERAL PROVISIONS shall survive the termination of Licensee's Product access for any reason.

- 9. **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 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.

On the effective date of termination of the License, the License granted to use the Product in the Terms of Use is immediately revoked, and Licensee will have no rights 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 Product access for any reason.

- 10. **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.
- 11. **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, except for if there is direct conflict with Licensee's Prime contract with the Government or the Department of Energy, or as agreed between Licensee and CAS.

(END OF ATTACHMENT C-2 – TERMS OF USE)

“Attachment D”

To

ICPT BOA Agreement 1000001413

CAS PRIVACY POLICY STATEMENT

This webpage sets out when and how we use your personal information that you or others provide to us.

WHO ARE WE?

We are CAS, a division of the American Chemical Society (ACS). ACS is an American federally chartered non-profit organization. Our website is www.cas.org. We are located at 2540 Olentangy River Road, Columbus, Ohio 43202-1505, U.S.A.

HOW WE USE YOUR DATA?

When you use our products and /or services

When you use our products and services, we collect such information from you as your name, address, email address, phone number, employer/academic institution, position title and payment details, if applicable.

We use this information to verify whether you have an active account with us and to make sure you can access the services. We also use the information collected from you to provide customized content to you, including, for example, improved searching and search results.

We need to collect and use your personal information in this way to carry out the contract in place between us. We may also share the information with ACS.

When you attend one of our education sessions, CAS events or CAS product demonstrations

When you attend one of our educational sessions, CAS events or conferences or a CAS product demonstration, we will collect such information from you as your name, address, email address, phone number, employer/academic institution, position title and payment details, if applicable. We need to use your personal information in this way to complete and confirm your registration.

When you phone us, email us or use our website chat service

When you phone us or contact us by email with general queries, we may also handle your personal information in order to provide the customer services you have requested. This could be when you ask for our assistance troubleshooting issues with our products or services (customer support), explaining how our products or services work, or request information about new products and/or services.

Unless we are contracted to provide this support to you, we rely on your consent to handle your

personal information in this way. If you do not provide us with the personal information we request from you for customer services purposes, we may not be able to fully answer your queries.

When you have expressed an interest in CAS:

This section applies if you have opted in to receive marketing communications from us, or have previously expressed an interest in CAS and not opted out.

We will handle your personal information (such as name, address, email address, phone number, position title, employer/academic institution) to provide you with marketing communications in-line with any preferences you have told us about.

When we send you marketing emails because you have opted-in to receive them, we rely on your consent to contact you for marketing purposes.

If you have not opted-in and we send you marketing emails, we do this because of our legitimate interest to promote the success of CAS and ACS as a whole.

Every email we send to you for marketing purposes will also contain instructions on how to unsubscribe from receiving them.

You are not under any obligation to provide us with your personal data for marketing purposes.

You can tell us that you do not want your personal information to be processed in this way at any time by contacting us at privacy@cas.org or by following the unsubscribe link shown in every marketing communication you receive from us.

To make our website, products and services better:

We will also use your personal information to provide you with a more effective user experience such as by displaying articles and links in which we think you will be interested.

Our use of your information in this way means that your experience of our site will be more tailored to you, and that the articles and links you see on our site may differ from those seen by someone accessing the same site with a different history or browsing habits.

We also share your aggregated, anonymous data with third party analytics and search engine providers that assist us in the improvement and optimization of our site.

We will also use your personal information for the purposes of making our site, products and services more secure, and to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.

We process your data for this reason because we have a legitimate interest to provide you with the best experience we can, and to ensure that our site, products and services are kept secure.

You can prevent us from using your personal information in this way by using the 'do not track' functionality in your internet browser if your browser offers this option. If you enable 'do not track' functionality, our site may be less tailored to your needs and preferences.

If our business or our assets are sold:

We will transfer your personal information to a third party if we sell any business or assets. We will provide your personal information to the seller (but only to the extent we need to, and always in accordance with data protection legislation);

We process your personal information for this purpose because we have a legitimate interest to ensure our business can be continued by the buyer. If you object to our use of your personal information in this way, the buyer of our business may not be able to provide services to you.

In some circumstances we may also need to share your personal information if we are under a duty to disclose or share it to comply with a legal obligation.

WHAT ABOUT TECHNICAL INFORMATION AND ANALYTICS?

When you visit our site, we will automatically collect such information as:

- technical information, including the Internet protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, screen resolution, operating system and platform; and
- information about your visit, including the full Uniform Resource Locators, clickstream to, through and from our site (including date and time), page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.

Information we receive from other sources: We are also working closely with third party advertising networks, analytics providers, hosting providers and search information providers from whom we may also receive general aggregated anonymous information about you.

We will combine the information you provide to us with information we collect about you.

COOKIES

Our website uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website. By continuing to browse the website, you are agreeing to our use of cookies.

Category Of Use	Purpose Of The Use
Preferences	To help us remember your settings and preferences so that we can provide you with a more personalized experience.
Authentication and Security	To log you into our products and services which enable us to show you your account data, and help us keep your account safe and secure.

Service Features and Performance	To provide you with functionality and optimize the performance of our products and services. For example, to keep track of your previous search requests and improve our website's load speed and performance
Analytics and Research	To help us understand how you are using our products and services so that we can make them better, faster, and safer.
Advertising	To enable our partners to serve ads for our products and services; deliver relevant ads to people who may be interested in them on other services; measure the performance of ads; and opt you out of receiving interest-based ads if that is your choice.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. We only use (and store) non-essential cookies on your computer's browser or hard drive if you provide consent. We may collect information through your use of our products or in electronic communications to you. We use cookies to determine storage medium, provide you with access to third-party content, and to establish statistics about product usage. For example, by setting a cookie on a product, you will not have to login in a password more than once, which saves you time. The cookie also keeps track of your website browsing session while you are using our Products.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, which we do not have any control over.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

Except for essential cookies, all cookies will expire after 2 years.

WHERE IS MY DATA STORED?

We (and many of our external third parties) are based outside the European Economic Area (EEA) so their processing of your personal information will involve a transfer of data outside of the EEA.

Whenever we transfer your personal information outside of the EEA, we ensure it is protected by making sure at least one of the following safeguards is in place:

- by transferring your personal information to a country that has been deemed to provide an adequate level of protection by the European Commission;
- by using specific contracts approved by the European Commission which give your personal information the same protection it has in the EEA;

- where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US.

To keep this privacy policy as short and easy to understand as possible, we have not set out the specific circumstances when each of these protection measures are used. You can contact us at privacy@cas.org for the details as to how we protect specific transfers of your data.

All information you provide to us is stored on our secure servers or those of our third party data storage providers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. You must not share your password with anyone.

HOW LONG DO WE RETAIN YOUR DATA?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or contractual requirements.

To determine the appropriate retention period for the personal information we hold, we consider the amount, nature and sensitivity of the personal information, the risk of harm from unauthorized use or disclosure of your personal information, the reasons why we handle your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Where we have used your personal information to contact you for marketing communications, if you have opted-in:

- we will contact you periodically as we determine is reasonable and appropriate to ensure you would like to continue receiving electronic communications; or
If you tell us that you no longer wish to receive marketing communications from us, we promise to stop sending them to you.

Where we have processed your data for any other reason (such as where you have contacted us with a question in connection with our products or services) we will retain your data for as long as necessary to fulfill the purposes we collected it for, including to satisfy any legal, accounting or other similar requirements.

In some circumstances we may anonymize your personal data (so that it can no longer be associated with you) for research, product development, improvement or statistical purposes, in which case we may use this information indefinitely without further notice to you.

YOUR RIGHT TO OBJECT UNDER DATA PROTECTION LAWS

You have the right to object to us handling your personal information when:

- we are handling your personal information based on our and ACS's legitimate interests (as described in the "HOW DO WE USE YOUR DATA" section above). If you ask us to stop

handling your personal information in this way, we will stop unless we can show you that we have compelling grounds as to why our use of your personal information should continue; or

- for marketing purposes. If you ask us to stop handling your personal information on this basis, we will stop.

WHAT ARE MY RIGHTS UNDER DATA PROTECTION LAWS?

You have various rights under the data protection laws, which you can exercise by contacting us. The easiest way to do this is by email at privacy@cas.org

Right of access

You are entitled to receive confirmation as to whether your personal information is being processed by us, as well as various other information relating to our use of your personal information.

You also have the right to access your personal information which we are handling.

Right to rectification

You have the right to require us to rectify any inaccurate personal information we hold about you. You also have the right to have incomplete personal information we hold about you completed, by providing a supplementary statement to us.

Right to restriction

You can restrict our processing of your personal information where:

- you think we hold inaccurate personal information about you;
- our handling of your personal information breaks the law, but you do not want us to delete it
- we no longer need to process your personal information, but you want us to keep it for legal reasons; or
- where we are handling your personal information because we have a legitimate interest (as described in the “How We Use Your Data” section above, and are in the process of objecting to this use of your personal information.

Where you exercise your right to restrict us from using your personal information, we will then only process your personal information when you agree, except for storage purposes and to handle legal claims.

Right to data portability

You have the right to receive your personal information in a structured, standard machine readable format and to send this to another organization controlling your personal information.

This right only applies to your personal information we are handling because you consented to us using it or because there is a contract in place between us.

Right to erasure

You have the right to require us to erase your personal information which we are handling in the following circumstances:

- where we no longer need to use your personal information for the reasons for which we told you we collected it;
- where we needed your consent to use your personal information, you have withdrawn your consent and there is no other lawful way we can continue to use your personal information;
- when you object to our use of your personal information and we have no compelling reason to carry on handling it;
- if our handling of your personal information has broken the law; and
- when we must erase your personal information to comply with a law we are subject to.

Right to complain

You have the right to lodge a complaint with the supervisory authority for data protection issues in your country or territory. As we conduct business globally, we have not set out the specific supervisory authorities for each country in this policy, but please contact us if you would like us to identify who the relevant supervisory authority is in your country or territory.

WHAT ABOUT WEBSITES WE LINK TO?

Our site may, from time to time, contain links to and from the websites of our partner networks and affiliates.

If you follow a link to any of these websites or use our services, please note that you have left our site and these websites have their own privacy policies.

We do not accept any responsibility or liability for these policies or websites. Please check their policies before you submit any personal information to these websites.

WHEN WILL YOU CHANGE YOUR PRIVACY POLICY?

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or post.

Please check back frequently to see any updates or changes to our privacy policy.

HOW DO I CONTACT YOU WITH FEEDBACK?

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to privacy@cas.org.

(END OF ATTACHMENT D – CAS PRIVACY POLICY STATEMENT)

"Attachment E"
To
ICPT BOA Agreement 1000001413

Information Use Policy

INTRODUCTION

[CAS](#), a division of the [American Chemical Society](#) (ACS), is dedicated to improving people's lives through the transforming power of chemistry. This Information Use Policy (the "Policy") aims to support scientific research performed by individuals and teams of scientists, while protecting the intellectual property rights of ACS/CAS.

The Policy applies to all Information (as defined below) unless (i) your license for CAS product(s), service(s) and/or content provide otherwise, or (ii) CAS has granted you express written permission to use Information in a manner other than as set forth below under "Authorized Use of Information". In the event of a conflict between this Policy and the rights granted in (i) and (ii) above, then the rights granted in (i) and (ii) above shall control.

The Policy is subject to change at the discretion of CAS. Any changes made to the Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or post. Please check back frequently to see any updates or changes to the Policy.

DEFINITIONS

For the purpose of this of this Policy, the terms listed below shall have the following meanings:

- a. **CAS RN[®] or CAS Registry Number[®]**. a unique numerical identifier created and assigned to a chemical substance by CAS.
- b. **Database**. a collection of Information structured for search and retrieval with a computer system.
- c. **Information**. All content accessed by, or provided to, a User or Organization through a CAS product or service or provided by CAS to a User or Organization by any other means. Examples include, but are not limited to, abstracts, CAS Registry Number(s), bibliographic information, chemical reactions and structures, methods, full-text patents, substances, and reports.
- d. **Link**. a User created fixed electronic connection to Information.
- e. **Molfile**. a file format holding information about the atoms, bonds, connectivity and coordinates of a molecule.

- f. **Organization:** a corporate entity, academic institution or government agency accessing and using CAS Information with the permission of CAS through a valid license or other express written grant of right by CAS.
- g. **Project.** a research endeavor of an Organization of defined scope, staffing, and limited duration.
- h. **Record.** A subset of Information comprised of a CAS Accession Number with any or all associated CAS Information (e.g., a CA abstract number with any or all associated Information in bibliographic Databases or a CAS RN with any or all associated Information in substance Databases.)
- i. **User.** an individual accessing and using Information with the permission of CAS through a valid license or other express written grant of right by CAS.

BUILDING AND USE OF A DATABASE

A User may build a searchable Database for use by such User or a User's Project team. Creation of centralized or networked internal and/or external Databases or Directories for any other purpose is prohibited. A Database may not be created or used with the purpose, or the effect, of avoiding subscription or other fees for accessing and using Information.

A User may download and retain no more than 5,000 Records and no more than 5,000 Molfiles within a 30 day period. If downloaded and retained for the purpose of sharing within a Project team or to build a Database in accordance with the previous paragraph, the Records and Molfiles shall be deleted within 36 months of download, or, if such Records and Molfiles relate to a Project or publication, then within 36 months upon the later of the conclusion of the Project or a publication of the Project.

DISTRIBUTION & USE OF INFORMATION

- **Attribution.** Distribution of Records or Information, whether inside or outside of an organization, to a government agency or via the Internet, in electronic or print format, shall include the following statement:

"Redistributed with permission. Copyright © [Insert Year] the American Chemical Society (ACS). All rights reserved."

- **Inside of User's Organization.** A User may make a de minimis amount of electronic or print copies of, and distribute to others within User's Organization, Information and/or Records for private, internal purposes related to the Organization's business.
- **Outside of User's Organization.** A User may distribute Information outside of User's Organization in the following manners:
 - A bibliography of references, provided that the bibliography is supplemental to the main content of the User's own copyrighted or uncopyrighted work.

- A scientific publication such as a critical review, poster, presentation, research report, patent, or other communication.
 - A report to the government when the information and the reports are required by law or administrative policy.
- **By a Government Agency.** A government agency that legally receives required Information from a User or Organization may use the Information only for the legal purpose for which it was provided. Unless expressly required by law, the government agency may not share, exchange, or redistribute the Information to another Organization, including another government agency.
- **Via the Internet.** Except as expressly set forth in this Policy, publishing, sharing or redistributing Information via the Internet is prohibited.

CREATION AND DISTRIBUTION OF LINKS

Links are intended to be used only by a User or as a collaborative tool among a Project team. A User may create and distribute Links within User's Organization for internal purposes related to the Organization's business or research. Only Users and Organizations that hold a valid license to utilize CAS products and services may distribute, use and access Links. Links may not be aggregated or distributed for the purpose of enhancing or building a Database.

PROHIBITED USES OF INFORMATION

Information may not be:

- Aggregated or collected:
- Directly or indirectly, in a collection, compilation, Database, manually, via automated programming, or otherwise (e.g., a script written to extract and download Information in batches), except as otherwise provided herein.
 - Using any script/macro to automate an otherwise manual process, including but not limited to, an attempt to download or aggregate Information utilizing an automated process.
 - For the purposes of machine learning, algorithmic development, testing or enhancing, or any other artificial intelligence purposes.
- Redistributed:
- For commercial gain or in any other way commercially exploit the Information in conjunction with federated search tools.
 - For any purpose other than as expressly set forth in this Policy, including but not limited to by assignment, sale, sublicense, loan or other means of transfer to any third party, or any commercial use, whether paid or unpaid.

CONTACT US

For use of Information in any manner other than as expressly set forth in the Policy, please contact [CAS Customer Center](#).

- **Visit:** <https://www.cas.org/contact>
- **Email:** help@cas.org
- **Phone:** +1 (614) 447-3700 (worldwide)
(800) 753-4227 (toll-free in the North America)
- **Mail:** CAS Customer Center, P.O. Box 3012, Columbus, Ohio 43210-0012, USA

(END OF ATTACHMENT E – INFORMATION USE POLICY)