

## CAS CHEMICAL SUPPLIER INSIGHTS SUPPLIER AGREEMENT

A Database from CAS, a division of the American Chemical Society (ACS)

1. Manufacturer or Supplier (“Participant”) warrants it owns all rights, title and interests in or to all chemical substance catalog information (the “Information”) submitted by Participant for CAS use in the CAS Chemical Supplier Insights<sup>SM</sup> database, SciFinder<sup>®</sup> and other CAS products and services (collectively “the Products”), and CAS’ use of the Information will not infringe the property rights of a third party. Participant agrees to indemnify and hold CAS harmless from any third-party claims arising out of their use or publication of the Information in the Products. Participant retains all copyright and title to the Information.
2. Participant grants CAS a worldwide, perpetual, non-exclusive, royalty-free license, to make the Information available in the Products and through other information distribution channels over which CAS hold control and responsibility.
3. An annual twelve (12) month participation fee applies for Participant’s Information being listed in CAS Chemical Supplier Insights. The participation fee also entitles Participant to receive from CAS, a CAS Chemical Supplier Insights Supplier Annual Report. Suppliers that meet the publication requirements may receive an annual report that provides feedback on increasing visibility opportunities, as well as current strengths. CAS will notify Participant of renewal pricing sixty (60) days in advance of the renewal term. This Agreement will automatically renew at Participant’s current purchase configuration unless Participant notifies CAS in writing at least thirty (30) days in advance of Participant’s renewal date. In the event of non-payment or misuse of any other CAS product or service, CAS reserves the right to delist Participant’s Information. All fees are non-refundable. Invoices will be in U.S. Dollars. Invoices for Participants in Japan will be in Japanese Yen. Participants must pay all invoice amounts in accordance with payment terms set forth on the invoice. If applicable, Participant is fully responsible for payment of sales tax, VAT, tariffs and custom charges.
4. The CAS Registry Number<sup>®</sup> (“CAS RN<sup>®</sup>”) is a universally accepted unique identifier for chemical substances offering an unambiguous way to identify chemical substances and/or molecular structures. During the time the Participant is in good standing with CAS and actively participating in CAS Chemical Supplier Insights, CAS grants a non-perpetual, non-exclusive, non-transferable license to use CAS RNs listed with CAS for internal business purposes and in digital and print catalogs published by the Participant. The Participant must ensure the following notice accompanies every record containing CAS RNs: “CAS Registry Numbers<sup>®</sup> are the intellectual property of the American Chemical Society; and are used with the express permission of CAS.” CAS RNs must be referred to using CAS standard terminology only: CAS Registry Number<sup>®</sup>, CAS RN<sup>®</sup> and their plural forms. Verification is not included in the CAS Chemical Supplier Insights program and the Participant will display the following unless they have verified their CAS RNs with CAS: “CAS Registry Number(s)<sup>®</sup> have not been verified by CAS and may be inaccurate”. Validation services are available through [CAS Registry Services](#).
5. The legacy add on CAS Registry Number Service can be utilized by an existing Participant up to four (4) times per twelve (12) month term for Participant catalogs containing 1,000,000 or less substances. This is not available to Participants enrolled after January 1, 2023. Participant catalogs over 1,000,000 substances may be reviewed by CAS at its sole discretion and may require an additional fee. The CAS Registry Number service is a one-time purchase for Participant

chemical substance catalogs over 1,000,000 substances. Any CAS Registry Numbers® provided to Participant shall be used for internal business purposes and used in digital and print catalogs.

6. A featured listing is a priority placement on the answer set when a substance is searched. Featured listings are reserved in order of application submitted by Participants. CAS does not guarantee that a featured listing for a substance may be available at the time of a Participant's application. A limited number of featured listings are available for each substance. Featured listings must be selected prior to beginning of a term and may be updated on a quarterly basis throughout the term.
7. If Participant provides CAS with Participant's logo, Participant grants CAS the right to use Participant's logo in promotional materials for its Products.
8. In submitting the Information, Participant's submission must abide by the [CAS CHEMICAL SUPPLIER INSIGHTS Supplier Data Submission](#) guidelines and instructions which are hereby incorporated by reference. All Participant catalog updates must also abide by these guidelines. CAS has sole discretion to reject a catalog, in whole or in part, for failure to meet these guidelines. If within ninety (90) days of executing a CAS Chemical Supplier Insights Order Form, Participant fails to provide CAS with any of the Participant's Information, CAS may treat the Order Form as null and void.
9. Publication of the Information in the Products shall be determined at CAS' sole discretion. CAS will not publish more than 5,000,000 items per supplier agreement unless the Supplier has been granted an exception, in writing, by CAS. Substances submitted for publication shall be limited to those that have been previously synthesized, produced, and are available for general sale by Participant. CAS does not guarantee publication of the Information in its products and reserves the right to publish the Information in full or in part. CAS has sole discretion whether to permit substance registrations as part of Participant's CAS Chemical Supplier Insights<sup>SM</sup> submission. CAS has sole discretion in determining which substances qualify for registration. CAS may ask Participant for additional information to complete the registration process. Failure to comply with CAS requests for additional information may result in rejection of the substance(s) registration. CAS reserves the right to immediately reject or remove Participant's individual substances or an entire catalog at any time, for any reason, including but not limited to the listing of radioactive substance(s), unstable forms such as ions, controlled substances, or Participant's failure to comply with the terms of this Agreement. In such event, CAS shall refund to Participant any prepaid participation fees. If Participant requests the Information be removed from the CAS Chemical Supplier Insights database of commercially available substances, Participant will notify CAS. Upon notification, CAS will remove the Information from CAS Chemical Supplier Insights within a reasonable mutually agreed upon time frame.
10. In the event of Participant's termination of this Agreement, no portion of any payments of any kind whatsoever previously provided to CAS hereunder shall be owed or be repayable to Participant. Furthermore, termination of this Agreement will result in termination of the license to CAS RNs and Participant shall not be permitted to use or display CAS RNs unless Participant enters a separate license agreement.
11. CAS may include Participant's Information if any one or more of the following identifiers appear in the Participant's catalog record: (a) a valid CAS Registry Number®, (b) a chemical name, (c) a molfile structure. Participants may request CAS to provide a listing of all original Catalog Order Numbers, if available, which were included in CAS Chemical Supplier Insights.
12. Participant will provide full catalog updates on quarterly basis, at minimum. Data submissions shall be submitted to [chemical\\_suppliers@cas.org](mailto:chemical_suppliers@cas.org).
13. Participant agrees to regularly update its contact information with CAS.

14. This Agreement shall be governed by the laws of and interpreted by the courts of the District of Columbia of the United States of America. Participant shall comply with all applicable U.S. export control and sanctions laws and regulations. Participant agrees to absolve CAS of any liability for breach of contract in the event that Participant 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.

Last updated March 4, 2025