

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 1 May 2011 by and between **Science N.V.**, Wetenschapweg 1, 1234 AB Amsterdam, The Netherlands (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the employees and independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and permitted by the Subscriber to access the Subscribed Products.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- provide print or electronic copies of individual items from the Subscribed Products (a) to governmental regulatory authorities for purposes of submitting applications for regulatory approval, trademarks or patents respecting the Subscriber’s products or services; (b) when required by law for use in legal proceedings; (c) to the Subscriber’s independent contractors without access to its network provided that (i) the copies will be used only for the purposes of the contracted work for the Subscriber; (ii) the recipients are advised that the copies are not for redistribution; and (iii) at the termination of the contracted work, the copies will be destroyed;
- display or provide print or electronic copies of individual items from the Subscribed Products for the purposes of internal promotion and testing of the Subscribed Products and training groups of Authorized Users; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the SciVerse® ScienceDirect® online service that are not subscribed to as part of the Subscribed

Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction."

The usage terms and restrictions set forth herein shall apply to the full-text articles from Elsevier journals lawfully supplied to the Subscriber by a third-party document delivery service provider approved by Elsevier ("DocDel Provider") such as the British Library, FIZ, INIST, CISTI, TIB Hannover, Infotrieve, ReprintsDesk or any other future document delivery service provider to be approved by Elsevier in writing. These usage terms and restrictions shall prevail over any conflicting terms that the DocDel Provider may have imposed as part of such delivery.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

Authorized Users who are independent contractors may use the Subscribed Products only for the purposes of the contracted work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier shall use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity accessible online on a monthly basis to the librarians/administrators employed by the Subscriber for internal use only. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber on Schedule 2 and/or usernames and passwords and/or a delegated authentication mechanism, identified on Schedule 2, requiring at least two different credentials.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber shall use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber shall pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments shall be subject to interest charges of 1% per month on the unpaid balance. The Fees shall be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber shall be liable for any such taxes in addition to the Fees. The Subscriber shall be charged Dutch value added tax (VAT) unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber shall promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Subscriber any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement shall commence on 1 May 2011 and continue until 30 April 2012.

5.2 *Renewal.*

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier shall indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation shall survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and

purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

7.5 Assignment.

The Subscriber shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.

7.6 Privacy.

Elsevier shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

7.7 Notices.

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below or the facsimile number or electronic mail address as such party shall have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Subscriber: Science N.V., Wetenschapweg 1, 1234 AB Amsterdam, The Netherlands.

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents shall maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.

7.9 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**UNIVERSITY OF SCIENCE
(Subscriber)**

Name:
Title:

**ELSEVIER B.V.
(Elsevier)**

Name: Martin O'Malley
Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

No. 123456789

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

SCIENCE N.V.

No. 123456789

Subscribed Products – publisher	Access	1 May 2011 - 30 Apr 2012
SciVerse® ScienceDirect® online – Elsevier B.V.	sciencedirect.sciverse.com	
Corporate Edition Fee		
TOTAL FEES		

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

Purchase of pre-paid Transactions ("PPT") is required to activate access to journals and books by Transaction. The Subscriber shall be charged ___ per Transaction. The Subscriber may purchase PPT upon mutual agreement of the parties in writing. Unused PPT shall be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

SAMPLE

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Collection(s)

Journal Collection(s):

Corporate Edition: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Corporate Edition Journal Title List at <http://www.info.sciverse.com/sciencedirect/content/journals/titles>, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Deep Discounted Price for Print Subscriptions

Provided that the Fees have been paid, the Subscriber shall have the option to place orders for annual subscriptions to a selection of Elsevier print publications at a price reduced from the list price (“Deep Discounted Price” or “DDP”), by 1 August prior to the start of the next calendar year from the Publisher directly and from only one (1) authorized subscription agent, which shall be selected by the Subscriber, and the Publisher will fulfill such orders in accordance with its customary practices. The Subscriber shall notify Elsevier of its subscription agent’s contact information upon placing such orders. The Subscriber may change its subscription agent no more than once annually by giving Elsevier notice by 1 August prior to the start of the next calendar year. The Subscriber will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Science N.V.

Sites:	# Relev. Auth. Users:	Authentication:
Wetenschapweg 1, 1234 AB Amsterdam, The Netherlands	20,000	*.*.*.*

Estimated total number of relevant Authorized Users: 20,000

The Subscriber shall promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:

Title:

Name/Address (if different from Section 7.7):

E-mail:

Phone:

Fax:

Billing Contact

Name:

Title:

Name/Address (if different from Section 7.7):

E-mail:

Phone:

Fax:

Accounts Payable Contact

Name:

Title:

Name/Address (if different from Section 7.7):

E-mail:

Phone:

Fax:

The Subscriber shall promptly notify Elsevier of any changes to any of the contact information above.