Renewal of American Chemical Society Publications Division Online Products Institutional Access Agreement
SURFmarket’s Agreement Number: BO201600118

Renewal of American Chemical Society Publications Division Online Products Institutional Access Agreement (SURFmarket’s Agreement Number BO20130001) between SURFmarket B.V. (the “SURFmarket Consortium”) and the American Chemical Society (“ACS”).

WHEREAS, the parties originally entered into the Agreement on 1st January 2013 and the parties entered into a certain amendment of the Agreement dated 13 June 2016 (collectively, the “Agreement”);

WHEREAS, the parties wish to renew the Agreement for an additional five-year period commencing on January 1st, 2017 and ending December 31, 2021;

WHEREAS, the parties wish to adopt a certain open-access license agreement, to be utilized by members of SURFmarket’s consortium, only, effective January 1, 2017;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Term.** The Agreement term is renewed for a period of five (5) years commencing as of January 1, 2017 and ending on December 31, 2021 (the “Renewal Term”).

2. **Access Fee.** Commencing January 1, 2017, and continuing during the Renewal Term, the Access Fee, as such term is defined in the Agreement, will increase three percent (3%) over the immediately preceding calendar year’s Access Fee. Exhibit “C,” total contract value 2017-2021 is attached hereto and is incorporated by reference herein.

3. **Opt-Out.** Section 3.d. is hereby added to the Agreement and will read in its entirety as follows.

   “d. Opt Out: A member of Grantee’s consortium may opt out of this Agreement during the Term. Notice of such a decision must reach ACS by 31st October, in the calendar year prior to the effective date of such opt-out, and will be effective at the commencement of the next calendar year. In the event a member of Grantee’s consortium opts out of this Agreement, such consortium member’s Access Fee will be deducted from the invoice for the year in which such opting out is to be effective. Once the cumulative value of opted-out members of Grantee’s consortium represents greater than 17.5% of the then prevailing yearly Access Fee, ACS reserves the right to renegotiate the terms of this Agreement.”

4. **Open Access.** Commencing January 1, 2017, corresponding authors whose articles are accepted by ACS, and whose institution is a paying member of the SURFmarket Consortium, will be granted an ACS AuthorChoice Open Access License CC-BY-NC-ND (Creative Commons Attribution Non Commercial No Derivative Works License Agreement), in the form attached hereto as Exhibit “A”. A corresponding author may participate in the aforementioned open-access program, for a journal article, only if the corresponding author provides to ACS, at submission, an institution name, that is identified on Exhibit “B” (a “Qualifying Member Institution”), and only if the corresponding author provides to ACS, and utilizes an email address extension, associated with the institution, that is identified on Exhibit “B” attached hereto (an “Acceptable Email Address”). Exhibits “A,” “A-1,” “B,” and “C” are hereby incorporated by reference herein.
5. **General.** ACS is not liable for, and SURFmarket hereby holds ACS harmless, for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the name of a Qualifying Member Institution, and a correlating Acceptable Email Address.

The parties hereto acknowledge that the grant of an open-access license by ACS as provided for herein is a "pilot" program. In the event an amendment to this Agreement is necessary, the parties agree to negotiate such amendment in good faith.

6. **Exhibits.** The following exhibits are attached hereto and are incorporated by reference herein. SURFmarket and ACS agree to the terms and conditions of the attached ACS AuthorChoice Open Access License CC-BY-NC-ND.

   a. Exhibit "A" - ACS AuthorChoice Open Access License CC-BY-NC-ND.
   b. Exhibit "A-I" - Creative Commons Attribution Non Commercial No Derivative Works License Agreement
   c. Exhibit "B" - Qualifying Member Institutions and Correlating Acceptable Email Addresses.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their respective authorized representatives on the dates set forth below.

SURFmarket B.V.

By: ________________________________

Date: 13 February 2017

American Chemical Society

By: ________________________________

Date: 15 February 2017
EXHIBIT “A”

AMERICAN CHEMICAL SOCIETY

ACS AuthorChoice

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This License applies only to articles published under the ACS AuthorChoice option using the Creative Commons Attribution Noncommercial No Derivative Works (CC-BY-NC-ND) license. The Creative Commons Attribution Noncommercial No Derivative Works (CC-BY-NC-ND) license is attached hereto as Exhibit “A-1” and is incorporated by reference herein [http://pubs.acs.org/userimages/ContentEditor/1404932662906/authorchoice_cc_by_nc_nd_license.pdf].

SURFmarket B.V. is referred to herein “SURFmarket”. The American Chemical Society is referred to herein as “ACS”. A member of the SURFmarket consortium is referred to herein as an “Institution”.

Terms and Conditions

The terms and conditions of this License apply to journal articles published by American Chemical Society, as made available under the ACS AuthorChoice option using the Creative Commons Attribution Noncommercial No Derivative Works license. This Agreement supplements the terms of the ACS Journal Publishing Agreement.

By signing this Agreement, the Author agrees to the provisions set out below, which modify and supersede corresponding provisions in the ACS Journal Publishing Agreement. The undersigned warrants on behalf of any and all coauthors that they have read and understand the contents of the license.

A. ACS AuthorChoice Policy for the CC Attribution Noncommercial No Derivative Works license

1. The ACS AuthorChoice option establishes a fee-based mechanism for ACS authors or their respective research funding agencies to sponsor the open availability of ACS copyrighted articles on the web at the time of online publication under the terms of the Creative Commons Attribution Noncommercial No Derivative Works license.

2. Corresponding Authors who are affiliated to a Dutch University, and submit their article with an email extension listed in Exhibit B, qualify as Eligible Authors. These authors’ articles will be published in open access at no direct cost to the Author, notwithstanding Section I of this License, according to the attached Creative Commons Attribution Noncommercial No Derivative Works 4.0 International license and will enable unrestricted access to the final published article from the Society’s Web site.

3. Articles that are made available under the Creative Commons Non Commercial Non Derivative (CC-BY-NC-ND) license will be selected for publication in open access by default if the author is associated with an affiliated Dutch University listed in Exhibit B and uses the corresponding email extension that is listed in Exhibit B.

4. When submitting an article for publishing, if an author did not use an email extension associated with their qualifying institution or did not pick the institution from the drop down
list in Paragon Plus, the Institution will be able to request the article to be published in open access beginning three (3) months after acceptance. All exceptions will need to be approved by ACS and communicated by SURFmarket to ACS by representatives of SURFmarket. For purposes of this License, the representatives designated by SURFmarket are listed, below.

And

5. If the Agreement between SURFmarket and ACS becomes available after the starting date, SURFmarket and ACS will agree on publishing articles in Open Access retroactively.

6. ACS will deliver a full report on a quarterly basis of all articles accepted, that can be identified by the Institutions (open access and otherwise). The report gives an overview of the Institutions, the corresponding author(s), the affiliation of the corresponding author(s), the article titles, DOI’s and open access Y/N. The report will be sent to SURFmarket, to the SURFmarket designated representatives who are identified in this License, within 4 weeks after the end of each quarter.

7. SURFmarket and ACS strive for transparency in administering the open-access pilot program that is described in this License. In that regard, on pubs.acs.org, under Author Services, ACS will list SURFmarket as a Selected List of Funders, and have a one-page document that lists the details of this arrangement and what is required from the authors. [http://pubs.acs.org/page/4authors/funder_options.html].

8. For journals running in the standard production workflow, ACS will incorporate tags in metadata (AuthorChoice label) to indicate if an article has been published in open access.

9. Please see the following URL for a description of all ACS AuthorChoice options: http://pubs.acs.org/page/policy/authorchoice/index.html.

10. ACS will provide the corresponding author with a copy of the final published article in .PDF format, or in other such digital file format as may be agreed between SURFmarket and ACS.
B. Supplemental License Provisions for Authors, Repositories, and Other Users of Content

ACS agrees to the supply of the final published version of the article to a repository specified by the author’s funding agency for non-commercial research and education purposes. Articles posted to such repositories are protected by ACS copyright. At the time of deposit, final articles shall include all changes made during peer review, copyediting, and publication. Institutional repositories are responsible for maintaining all links within the article supplied by ACS and for incorporating any publisher-supplied amendments or retractions issued subsequently.

1. ACS will provide an automated article upload service to a designated repository.

2. Consistent with the Creative Commons Attribution Noncommercial No Derivative Works license we note that any use of the article is subject to the following conditions:

   - The author’s moral right to the integrity of their work under the Berne Convention (Article 6bis) is not compromised.
   - Where content in the article is identified as belonging to a third party, it is the obligation of the user to ensure that any reuse complies with copyright policies of the owner.

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   - The inclusion or incorporation of articles content in other works or services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee;
   - Use of articles or article content (other than normal quotations with appropriate citation) by a for-profit organization for promotional purposes, whether for a fee or otherwise;

C. Sale of translated versions of the article that have not been authorized by license or other permission from the ACS

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   - Editorial or other revisions, abridgments, condensations, annotations, elaborations, or modifications;
   - Sound recordings, unless you have a visual impairment which cannot be improved to give visual function substantially equivalent to that of a person who has no such impairment and you are unable to read printed works to substantially the same degree as a person without an impairment, in which case you may make an accessible format copy of the work for your personal use;
2. All ACS AuthorChoice articles, as maintained on the ACS website, represent the definitive articles of record. Articles posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

3. The terms and conditions contained herein set forth the understanding of the Author and ACS and may not be modified without the express written consent of both parties.

4. SURFmarket and ACS agree to evaluate relevant workflows and tools with regard to open access publishing.

________________________________________
Author Signature

________________________________________
Print Name

________________________________________
Date
EXHIBIT A-1

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i. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

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Section 2 – Scope.

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2. **Exceptions and Limitations.** For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.

3. **Term.** The term of this Public License is specified in Section 6(a).

4. **Media and formats, technical modifications allowed.** The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

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1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2. Patent and trademark rights are not licensed under this Public License.

3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or mandatory statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

Section 3 — License Conditions.

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1. If You Share the Licensed Material, You must:
   A. retain the following if it is supplied by the Licensor with the Licensed Material:
      i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
      ii. a copyright notice;
      iii. a notice that refers to this Public License;
      iv. a notice that refers to the disclaimer of warranties;
      v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
   B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
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3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

a. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database for NonCommercial purposes only and provided You do not Share Adapted Material;

b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material, and

c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

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Section 5 – Disclaimer of Warranties and Limitation of Liability.

a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

b. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.
c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.

b. Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:
   1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
   2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.

d. Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

Section 7 – Other Terms and Conditions.

a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.

b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.

c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.

d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.
EXHIBIT “B”

QUALIFYING MEMBER INSTITUTIONS AND CORRELATING ACCEPTABLE EMAIL ADDRESSES

<table>
<thead>
<tr>
<th>Ringgold Name</th>
<th>Email extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOM-instituut AMOLF</td>
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<td>Technische Universiteit Eindhoven</td>
<td>tue.nl</td>
</tr>
<tr>
<td>Universiteit van Amsterdam</td>
<td>uva.nl, amc.nl, amc.uva.nl</td>
</tr>
<tr>
<td>Wageningen Universiteit en Researchcentrum</td>
<td>wur.nl</td>
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<td>Universiteit Twente</td>
<td>utwente.nl</td>
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<td>Vrije Universiteit Amsterdam</td>
<td>vu.nl, vumc.nl</td>
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<tr>
<td>Radboud Universiteit</td>
<td>ru.nl, radboudumc.nl,</td>
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<tr>
<td>Technische Universiteit Delft</td>
<td>tudelft.nl</td>
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<td>rug.nl, umcg.nl</td>
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<tr>
<td>Universiteit Leiden</td>
<td>leidenuniv.nl, lumc.nl</td>
</tr>
<tr>
<td>Maastricht University</td>
<td>maastrichtuniversity.nl,</td>
</tr>
<tr>
<td>Nederlands Instituut voor Ecologie</td>
<td>munc.nl, nioo.knaw.nl</td>
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EXHIBIT “C”

Total Contract Value 2017-2021

<table>
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<th>UKB members</th>
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<tr>
<td>2018</td>
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<td>2019</td>
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<tr>
<td>2020</td>
<td>$993,375</td>
</tr>
<tr>
<td>2021</td>
<td>$1,023,176</td>
</tr>
</tbody>
</table>

These fees apply to the 13 members listed in Exhibit B. New Member pricing would be negotiated based on institutional type.
This Online Products Institutional Access Agreement ("Agreement") is entered into this 1st day of January 2013, between the American Chemical Society ("ACS"), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and SURFmarket located at Radboudkwartier 217, Utrecht ("Grantee") (ACS and the Grantee are collectively referred to in this Agreement as "the Parties").

1. **SCOPE OF GRANT**

ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively "ACS Products"), subject to the terms and conditions set forth in this Agreement, including all attachments.

2. **TERM**

   a. The Initial Term of this Agreement shall be through December 31, 2015. Unless otherwise agreed to by ACS and Grantee in writing, or modified or terminated as provided for herein, the Agreement shall automatically renew for additional one-year terms on payment of annual access, subscription and/or platform maintenance fees as set by ACS and agreed to by the Grantee.

   b. From time to time, ACS may require the Parties to execute a new Agreement.

3. **FEES AND PAYMENTS**

   a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached "Access Fee" attachment, as may be supplemented by mutual consent. ACS will not activate Grantee’s access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee’s access.

   b. Grantee agrees to pay all ACS invoiced Access Fees within forty-five (45) days of receipt of the invoice date. ACS reserves the right to discontinue Grantee’s access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice.

   c. ACS reserves the right to modify the Access Fee for any renewal term upon written notice to Grantee.

4. **INSTITUTIONAL CUSTOMER TYPE; AUTHORIZED USERS; SITES; ADDRESSES**

   a. If Grantee is a "consortium," Grantee shall, prior to ACS’s activation of Grantee’s access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Further, by entering into this Agreement, Grantee affirms its authority to enter into this Agreement on behalf of each of the listed consortium members. During the Term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members’ authorized users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

   b. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS ("Authorized Sites") identified in the Site List and IP Address Attachment ("Site List Attachment"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, those serving in the capacity of employees, faculty and other teaching staff, and persons officially registered as full or part-time students located at an Authorized Site. Authorized Users may access the
UKB Consortium

ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users").

c. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. Grantee is responsible for providing valid IP addresses. The form of the IP addresses must be acceptable to ACS as defined on the IP Address and Site List Attachment. IP Ownership must be verifiable and IP addresses must be directly affiliated with Grantee. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products. If the Grantee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration.

d. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee’s firewall, proxy servers and other gateways for users authorized via the ACS Approved IP addresses listed on the Site List Attachment will be factored into the Grantee’s Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

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a. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.

b. Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.

c. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.

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e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.

f. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

7. TRIAL AND/OR NEW SUBSCRIPTIONS

Grantee may from time to time during the Term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period ("Trial Subscription") to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the Term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee’s access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

8. ACCESS

a. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s),

Revised December 2012

ACS Institutional Access Agreement

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UKB Consortium

installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of ACS including public and private telecommunication services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance.

b. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions and ACS Division Proceedings Online published during Grantee’s subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. Chemical & Engineering News, Journal of Chemical Education, Back-file or Archive products, eBooks, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. The contents of ACS Division Proceedings Online will be made available for all years in which the Grantee was a paid subscriber to ACS Division Proceedings Online. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.

c. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.

d. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.

e. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

9. DISPUTES

The Parties agree to enter into negotiations to resolve any controversy, claim or dispute ("Dispute") arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world.

10. TERMINATION

a. Termination for Default. If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. In the event Grantee wishes to restore access after a termination for default, if the reduced access period is less than ninety (90) days, there will be no reduction in Grantee's current subscription price. If the Grantee is reinstated after ninety (90) days access cancellation, the Grantee shall be required to pay a $500 service charge prior to reinstatement. Once Grantee’s account is in good
standing, ACS will provide Grantee with a prorated credit for its following year’s subscription fee equivalent to the reduced or terminated access period.

b. **Termination for Convenience.** Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee.

11. **COPYRIGHTS: OTHER INTELLECTUAL PROPERTY RIGHTS**

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12. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

ACS warrants that it is entitled to grant this Agreement. **EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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13. **GRANTEE’S AUTHORIZATION**

In the event this Agreement is for a Consortium, Grantee represents and warrants that it has the right to enter into this Agreement on behalf of each and every one of the Consortium members. Grantee shall be responsible for compliance with all terms and conditions of this Agreement by all Consortium members and by all Authorized Users and Other Users. In the event this Agreement is not for a consortium, the undersigned represents and warrants that he/she has the right to enter into this Agreement on behalf of the Grantee.

14. **COPYRIGHT INDEMNIFICATION**

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15. **GENERAL**

This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws principles. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee shall pay any taxes lawfully due from it, other than taxes on ACS’s net income, arising out of Grantee’s use of ACS Products and/or other rights granted under this Agreement. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

16. **ACCEPTANCE**

Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. ACS reserves the right to modify this Agreement at any time by posting the modified terms and conditions on the ACS Publications Web site. Any use of ACS Products after such posting shall constitute acceptance of the terms and conditions as modified.

**ACCEPTED:**

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Grantee (Customer name): SURFmarke

Authorized Signature: [Signature]

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Revised December 2012

ACS Institutional Access Agreement

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UKB Consortium

Attachment A: ACS Electronic Journal Collection List

This agreement covers the following ACS electronic products:
ACS Division Proceedings Online
ACS Legacy Archives
ACS Web Editions

Chemical & Engineering News Online
Journal of Chemical Education
Reagent Chemicals Online

Current Web Edition subscriptions to the following journals:
Accounts of Chemical Research
ACS Applied Materials & Interfaces
ACS Catalysis
ACS Chemical Biology
ACS Chemical Neuroscience
ACS Combinatorial Science
ACS Macro Letters
ACS Medicinal Chemistry Letters
ACS Nano
ACS Synthetic Biology
ACS Sustainable Chemistry & Engineering
Analytical Chemistry
Biochemistry
Bioconjugate Chemistry
Biocatalysis
Chemical Research in Toxicology
Chemical Reviews
Chemistry of Materials
Crystal Growth & Design
Energy & Fuels
Environmental Science & Technology

Industrial & Engineering Chemistry Research
Inorganic Chemistry
Journal of Agricultural and Food Chemistry
The Journal of the American Chemical Society
Journal of Chemical & Engineering Data
Journal of Chemical Information and Modeling
Journal of Chemical Theory and Computation
Journal of Medicinal Chemistry
Journal of Natural Products
The Journal of Organic Chemistry
The Journal of Physical Chemistry A/B/C
The Journal of Physical Chemistry Letters
Journal of Proteome Research
Langmuir
Macromolecules
Molecular Pharmaceutics
Nano Letters
Organic Letters
Organic Process Research & Development
Organometallics

ACS Division Proceedings subscriptions to the following divisions:
Polymer Chemistry

Polymeric Materials: Science & Engineering

American Chemical Society
Attn: Sales Analysis & Support, 2540 Olentangy River Road, Columbus, OH 43202
Phone: 888/338-0012; or 614/447-3674; Fax: 614/447-5475; E-mail: lbllink@acs.org
Attachment B: Customer Information and Authorized Sites

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**Important:** Web orders cannot be processed without an e-mail address of contact person. Administrator will be notified by e-mail within 5 days of receipt of completed Agreement that account has been activated. Full Payment must be received within 30 days of invoicing.

**Site Information:** List the full name and address of all organization locations that will participate in the Agreement, with their ACS Account numbers, if available. Attach additional copies of this sheet if necessary.

**IP Address Note:** Please list digits that are separated by periods. Example: IP address 123.456.7*. IP Address should specify the first two groups of digits (Level B address), or the first three groups of digits (Level C address), or may specify the complete IP address of the Proxy server(s) handling the Authorized Sites. Please designate Proxy Servers as such.
## Attachment B: Customer Information and Authorized Sites

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WAGENINGEN 6708 PB |           |         |
|             | SURFmarket | Radboudkwartier 217  
UTRECHT 3511 CJ |           |         |
# UKB Consortium

## Attachment C: Schedule of Fees

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American Chemical Society
Attn: Sales Analysis & Support, 2540 Olentangy River Road, Columbus, OH 43202
Phone: 888/338-0012; or 614/447-3674; Fax: 614/447-5475; E-mail: liblink@acs.org
# UKB Consortium

## Attachment C: Schedule of Fees

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