

SURF CONSORTIA MASTER 2361655



American Chemical Society
Publications Division
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement (“Agreement”) is entered into as of the date of last signature below and is between the American Chemical Society (“ACS”), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and SURF B.V. , located at Moreelsepark 48, 3511 EP Utrecht, The Netherlands (“SURF”), serving as intermediary for the participating research and educational institutions (“Customer”) (ACS, SURF and the Customer are collectively referred to in this Agreement as “the Parties”).

Considerations:

- a. SURF is a subsidiary of Cooperatie SURF U.A., a cooperative association of Dutch educational and research institutions, including the Institutions specified in Schedule A;
- b. ACS is the publisher of ACS Products;
- c. The Customer is an educational and research institution (an Institution specified in Schedule A) in the Netherlands and wishes to acquire rights of use in respect of the ACS Products;
- d. The Customer also wishes to participate in ACS’s Read & Publish Program;
- e. SURF provides intermediary services to the Customer for the purpose of concluding and managing licence agreements between the Customer and ACS regarding the rights of use and the Read & Publish Program;
- f. ACS is prepared to grant the Customer the rights of use and the participation in its Read & Publish program on the conditions of this Agreement;
- g. In respect of this Agreement, SURF is acting as a consortium manager for and, where relevant, on behalf of the Customer;

Declare that they have agreed as follows:

1. SCOPE OF GRANT

- a. Upon acceptance by Customer of the terms and conditions of this Agreement, ACS grants Customer (and its authors—by way of the Customer) a non-exclusive and nontransferable permission to access and use those ACS products and services as identified in the attachments to this Agreement (collectively “ACS Products”) and participation in the ACS Read & Publish program subject to the terms and conditions set forth in this Agreement, including all attachments and the attached Read & Publish Program – Open Access Addendum. Customer will indicate their acceptance of the terms and conditions to the extent these are applicable to them via signature of a statement as attached to the Agreement (Attachment F).
- b. The Parties agree that SURF acts as an intermediary between ACS and the Customer. SURF facilitates the conclusion of licence agreements in accordance with this Agreement.
- c. ACS shall not impose upon Customer, Authorized Users or Other Users any additional licence terms and/or terms and conditions of use of the ACS Products in addition to the terms of this Agreement, unless explicitly agreed upon by SURF or the relevant Customer individually.

2. TERM

The Term of this Agreement shall be from 1 January 2026 through 31 December 2028.

3. FEES AND PAYMENTS

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a. SURF agrees to pay ACS the amounts (Access Fee) set forth in the attached “Quote” document for the Term. ACS will not activate Customer’s access to the ACS Products until SURF 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 Customer’s access.

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

4. AUTHORIZED USERS; AUTHORIZED SITES

a. SURF shall, prior to ACS’s activation of Customer’s access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Customer represents and warrants that it has the right to agree to the terms and conditions of this Agreement. During the term of this Agreement, SURF shall promptly notify ACS of any changes to the membership of the consortium. SURF acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. SURF shall notify each consortium member (Customer) of the terms and conditions for accessing the ACS Products, including, but not limited to, by providing Customer a copy of this Agreement. Customer agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized 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.

b. ACS grants to Customer 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 Customer and Authorized Users and Other Users individually at Authorized Sites. For purposes of this Agreement, “Authorized Users” means, current employees, faculty and other teaching staff, and officially registered full or part-time students of Customer.

c. Authorized Users may access the 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”). Authorized and Other Users will be recognized and authorized by their Internet Protocol (“IP”) addresses. Only those IP addresses submitted by Customer, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products (“Authorized IP Address(es)”).

d. For the avoidance of doubt, other academic or research institutions and government or commercial organizations with which Customer may have certain affiliations that (i) are not directly owned and controlled by Customer or are not under a single administration with Customer, or (ii) are owned by Customer but would otherwise use the ACS Products for commercial purposes, do not qualify as Authorized Sites. Use of ACS Products by such institutions or organizations requires a separate agreement.

5. CUSTOMER RESPONSIBILITIES AND DUTIES

a. Customer shall exercise reasonable care and shall be responsible for reasonable 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 Customer’s firewall, proxy servers and other gateways for users authorized via the Authorized IP Address(es) listed on the Site List Attachment will be factored into the Customer’s Access Fee. Customer agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Customer 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

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uses and in taking reasonable steps to prevent a reoccurrence. Customer shall be responsible for compliance by all Authorized Users subject to the terms and conditions of this Agreement.

b. Reasonableness of Use. ACS monitors the volume of searching and downloading activities of Customer on a routine basis, for the purposes of (i) benchmarking “average” use, noting any significant variance in patterns of usage, and (ii) ensuring compliance with the terms of access and use. ACS may request or discuss usage patterns with a Customer, and if necessary, require the Customer to cooperate with ACS to reach a solution if a problem is uncovered.

Without prejudice to the complete and unimpeded performance by Authorized Users of the rights granted in and in accordance with Section 6, if use is excessive or violates the terms of this Agreement, ACS, in its sole discretion, may on a temporary basis de-activate the IP address(es) at issue, with reasonable notice to Customer. ACS may not be able to provide prior written notice in instances in which an automatic de-activation system trigger occurs based upon the platform system’s detection of activity it might interpret as suspicious. Such automation is for the protection of the integrity of ACS systems. In all instances, ACS will work with the Customer to reasonably resolve any issues.

For purposes of this Section 5.b, “excessive” shall include (i) use, search activity, downloading and/or exporting that is materially greater than, or different from, typical use patterns of searching, downloading or exporting, and/or (ii) activity that is indicative of an otherwise manual process being automated.

c. SURF is responsible for providing valid IP addresses for each Authorized Site listed on the Site List Attachment. IP ownership must be verifiable and accepted by ACS prior to providing access. If the Customer plans 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. Access to the site via open proxies and other nonauthenticated proxy servers is strictly prohibited. ACS Products may only be accessed through an Authorized IP Address or via Single Sign On means. Customer warrants:

- i. Each IP address listed in the Site List Attachment has been assigned exclusively to and is under the exclusive control of Customer;
- ii. The ACS Products will only be used by Customer’s Authorized and Other Users for use in accordance with the terms and conditions of this Agreement; and
- iii. Customer will promptly notify ACS of any changes to Authorized IP address(es).

d. Customer will use reasonable efforts to ensure that only Authorized and Other Users have access to the ACS Products and use the ACS Products in accordance with this Agreement.

e. Customer will exercise reasonable, good faith efforts to:

- i. Inform Authorized and Other Users of the Permitted and Prohibited Uses and to enforce them;
- ii. Monitor usage of the ACS Products for compliance with these Permitted and Prohibited Uses, and notify ACS immediately of any suspected violation by any user;
- iii. Investigate with ACS any violation or suspected violation, whether by an Authorized User, Other User, or unauthorized user; and
- iv. Cooperate with ACS in the resolution of the matter.

Customer agrees, at ACS’s request, to review from time to time with ACS the efforts described above and to make such changes thereto as may be reasonably necessary. Customer will be responsible for any failure on its part to act in compliance with the terms and conditions of this Agreement.

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f. Customer is required to promptly notify ACS of any infringements of ACS copyrights or any prohibited or unauthorized use (as outlined in Section 7 below) of which they become aware. Furthermore, Customer agrees to cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

g. Except for Customer's obligations in Clauses 5.a. through 5.f. the Customer will not be liable for unauthorized use of ACS Products by an Authorized or Other User, provided that the unauthorized use did not result from the Customer's own negligence or wilful misconduct and that the Customer did not permit such unauthorized use to continue after having actual notice thereof. Customer must discontinue any and all unauthorized use of ACS Products by Authorized and Other Users AND must notify ACS of said activity immediately upon actual notice.

6. PERMITTED USES

a. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, or other individual items from the ACS Products for their personal scholarly, research, and educational use. Authorized Users and Other Users may make a printed copy of individual articles, individual book chapters, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as well as parts of the ACS Products as part of course pack offerings or within e-mail communications. Authorized Users may incorporate parts of the ACS Products in printed and/or electronic course packs, study packs and resource lists to be used in the course of instruction and/or in virtual and managed environments hosted on a secure network. Each item shall carry appropriate acknowledgment of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Use.

b. Except as set forth in Prohibited Uses herein, Customer may use the ACS Products to fulfill requests for Interlibrary Loans ("ILL") by transmitting a copy of an article in PDF format via electronic transmission or by mail, fax, Ariel, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, individual book chapters, or other individual items from the ACS Products per year. Notwithstanding anything to the contrary, international cross-border ILL is not permitted. ILL to libraries of commercial entities is not permitted.

c. Customer or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Customer's or Authorized User's applications for patents, drug, and other product approval, provided that such applications do not amount to commercial redistribution for direct profit. Customer and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.

d. Customer or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Customer's medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.

e. As provided in and to the extent permitted by Article 3 of the EU Directive on copyright and related rights in the Digital Single Market (2019/790), Authorized Users who are of academic or not-for-profit research organizations and cultural heritage institutions may make temporary copies of the ACS Products to perform and engage in text and data mining (TDM) solely for the Authorized User's internal, non-commercial scientific research and for purposes of

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verification of such activities by third parties who are also of academic or not-for-profit research organizations and cultural heritage institutions. TDM may not be performed as a service to third parties. TDM shall be performed to the extent permitted by the Article 3 of the EU Directive on copyright and related rights in the Digital Single Market (2019/790). TDM will be subject to an agreement (“TDM Addendum”) which contents are to be agreed on between Customer and ACS, setting forth the practices and responsibilities relating to the performance of TDM. For the avoidance of doubt, each Customer desiring to perform TDM must have in place a TDM Addendum with ACS.

7. PROHIBITED USES

Except as provided in Section 6 (Permitted Uses),

a. Customer, its Authorized Users and Other Users must not 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, or other individual items from the ACS Products and other information obtained under this Agreement must not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products must not be used to supply single articles, individual book chapters, 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 must not use ACS Products to support work performed on behalf of any commercial entity. Customer 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 must 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 must 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.

d. Individual articles, book chapters, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products must not be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, or other individual items from the ACS Products must not be downloaded in aggregate quantities or centrally stored for later retrieval. Systematic storing of individual downloaded articles, book chapters, or other individual items from the ACS Products, including, but not limited to, storage through third-party services, for institution-wide use is strictly prohibited.

e. Customer acknowledges that ACS may prevent Customer, 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. Customer 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.

8. TRIAL AND/OR NEW SUBSCRIPTIONS

During the term of this Agreement, Customer may 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

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suitability or for changes to the list of ACS Products subscribed to for the remainder of the term of this Agreement. Additionally, Customer may also desire access to other ACS products and/or services during this Agreement through the Metered Access Plan (MAP). Approval for all such requests to access additional ACS Products are at the sole discretion of ACS. If approved, Customer'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.

9. SCOPE OF ACCESS

a. ACS shall provide continuous availability of ACS Products through the Internet 7 seven days a week, with a 98% up time per month. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), 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 telecommunications services or Internet nodes or facilities. Service interruption due to suspicious or suspect user downloading shall not be included in the 2% downtime calculation. Scheduled interruption will be performed at a time to minimize inconvenience to Customer and the Authorized Users. If the ACS Products fail to operate in conformance with the terms of this Agreement (ie. 98% uptime), Customer will promptly notify ACS and ACS shall restore access as soon as possible. If the downtime is above two (2) percent, then ACS shall grant additional access for as many days as access was interrupted, after expiration of this Agreement. If the Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal. In case of prolonged and/or repeated interruption, Customer shall be entitled to file a claim for fair damages and/or compensation from ACS, in addition to any other available remedies at law. Notwithstanding anything to the contrary, ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure, or other failure of performance beyond the direct control of ACS or except to the degree ACS has direct control of any subcontractors it may employ in performance of this Agreement.

b. ACS shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 Level AA (<http://www.w3.org/WAI/guid-tech.html>) to the degree indicated in its current Voluntary Product Accessibility Template (VPAT), a copy of which will be provided upon request, and is incorporated herein by reference. ACS represents and warrants that the aforementioned VPAT substantively shows its degree of compliance with Section 508 of the Rehabilitation Act of 1973. Nothing in this Agreement shall limit the Customer from making lawful, noninfringing uses to facilitate access to the ACS Products by Authorized Users and Other Users who have disabilities. For the avoidance of doubt, the ACS authorizes such uses.

b. Except for termination for cause, upon request at the time of notice of cancellation or expiration of this Agreement, Customer will be provided access to the ACS Products from the ACS Web Editions published during Customer's full calendar years (ie. 01 January through 31 December) subscribed access period only. Upon cancellation of all or part of subscribed access, Customer may retain digital access rights to only those journals that were subscribed to and published during the time the Customer had full calendar years (ie. 01 January through 31 December) of 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. Currently, the fees are as follows, subject to possible increases up to three (3) percent in subsequent years:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Annual Cost per Title	\$ 60	\$ 110	\$ 190	\$ 215	\$ 400
Maximum Annual Cost	\$ 680	\$ 1,360	\$ 2,030	\$ 3,410	\$ 6,730

Should a Customer continue with renewal of at least a single minimal subscription package (Core Plus or Science Essentials), however, ACS will waive the post-cancellation platform maintenance fee for such Customer. A Customer may also select to maintain a subscription to any other five journals or more, for which the fee for that subscription package will be negotiated between the Parties at such time, and the post-cancellation platform maintenance fee will be

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waived for such Customer. The negotiation for the fee must be completed thirty (30) days prior to the start of the new subscription year. *Chemical & Engineering News*, Reagent Chemicals, Back-file or Archive products, eBooks Symposium Series, 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. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.

d. 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.

e. 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 and available through an acceptable repository.

f. ACS agrees to provide SURF and Customer 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 Customer under this Agreement. Furthermore, ACS shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).

10. DISPUTES

If a dispute should arise relating to the Agreement, the Parties will promptly convene a meeting attended by individuals with decision-making authority to amicably resolve any such dispute. If the Parties are unable to resolve the dispute within 30 days following their first meeting, or if no negotiations are commenced within 60 days after a Party notifies the other Party of a dispute, a Party may request mediation or either Party will be free to pursue all available remedies under this Agreement, as well as legal and equitable remedies. Notwithstanding the foregoing, either Party may pursue injunctive relief at any time to avoid irreparable harm.

11. 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 thirty (30) business days or such other time period as the Customer and ACS may agree. 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 of termination due to ACS breach, Customer shall be entitled to receive a pro-rated refund of the unused Fee, without prejudice to any rights and/or remedies Customer may be entitled to.

b. **Termination for Convenience.** A Party may cancel this Agreement at any time by providing the other with sixty (60) days prior written notice. In the event of such a termination by Customer, Customer shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Customer shall be entitled to receive a pro-rated refund of the unused Access Fee. Notwithstanding, in cases of multi-year subscriptions, Customer may not cancel this Agreement until after the completion of the agreed-upon multi-year Term.

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c. **Termination Due to Insufficient Funds.** A Customer (or SURF acting on a Customer's request) may cancel within a multi-year subscription commitment, informing ACS no later than ninety (90) days before the end of the current year, in the case of proven non- or insufficient appropriation of funds. In such a case, this Agreement will be considered cancelled from the 1st of January of the subsequent year, except for those obligations that continue according to Agreement or that continue by their nature, including any post termination access for the subscribed content. At ACS's request, the Customer agrees to meet with ACS so that ACS can better understand the hardship condition. For the avoidance of doubt, since multi-year subscriptions are provided at a discounted rate, for any subsequent one-year subscriptions by Customer or for a member rejoining a consortium within the multi-year term the rate for such Customer or member shall revert to the appropriate non-discounted rate. In the case of a consortium, ACS and SURF will confirm the appropriately adjusted fee for the subsequent year by the 1st of December of the current year

d. Either Party may - upon giving written notice to the other Party - terminate this Agreement - with immediate effect, without judicial intervention and without any obligation to pay damages for such termination – under any of the following circumstances:

- the other Party commits a material breach of the Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so or such other time period as the Parties may agree;
- if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;
- the other Party ceases or threatens to cease to carry on all or substantially the whole of its business;
- the other Party is prevented or hindered from carrying out its obligations under the Agreement as a result of any force majeure event for any continuous period in excess of sixty (60) days.

e. Termination or expiration of this Agreement – whether in whole or in part – shall be without prejudice to the rights of either Party - accrued prior to or after such termination or expiration - in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Agreement to survive termination or expiration of this Agreement or which by its nature is intended to survive termination or expiration of this Agreement.

12. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Customer agrees not to remove or obscure copyright notices. Customer acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement.

The names “American Chemical Society”, “ACS”, and the titles of the journals and other ACS Products are trademarks of ACS.

13. DISCLAIMER OF WARRANTIES;

ACS warrants that it is entitled to grant this Agreement and the rights of use and rights to publish to the Customer pursuant to the terms of this Agreement, and without prejudice to its copyright infringement indemnification obligation, that the ACS Product do not infringe the copyright or any other proprietary or intellectual property rights of any third party. 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,

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ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. 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 Customer and/or Authorized Users utilize the ACS Products related to the collection and processing of Personal Data, including, without limitation, the European Union General Data Protection Regulation and the ePrivacy Directive (Directive 2002/58/EC) (the “Privacy Laws”). Each Party agrees to employ appropriate administrative, physical, and technical safeguards designed to protect the Personal Data submitted to ACS or otherwise processed through access to and use of the ACS Products. Each Party shall promptly notify the other Party in the event of any unauthorized use, disclosure, collection, or access of Personal Data. ACS shall process the End-User Data during the Term only to the extent necessary to perform its obligations under this Agreement. ACS shall not use end-user data for any other purpose unless with the prior written consent of the Customer and/or the relevant data-subjects, or if required under applicable law. ACS shall always ensure that there is a lawful legal basis to process end-user Data as provided under Article 6 of the GDPR.

To the extent that Personal Data originating from the European Economic Area is transferred to or accessed in the United States by the ACS, such transfer shall take place only (a) on the basis of an adequacy decision adopted by the European Commission; or (b) subject to appropriate safeguards within the meaning of Article 46 GDPR, including the use of the Standard Contractual Clauses adopted by the European Commission; and where required, supplemented by additional technical and organisational measures ensuring a level of protection essentially equivalent to that guaranteed within the European Union.

If any authority requests ACS to disclose any end-user Data, ACS shall immediately notify the Customer of such request and collaborate with the Customer to defend against such request where possible, and, if it is concluded that ACS is under a legal obligation to disclose end user Data, to keep such disclosure to a minimum and take such other measures as can reasonable be expected to minimize privacy impact on the involved data-subjects.

Regardless of the means and of the purposes (excepting performance of this Agreement, which includes, but is not limited to, optimizing level of service), ACS will not track, record, store, share, transfer and/or trade any usage or personal data generated by Authorized Users and Other Users. Except for purposes of performance of this Agreement, which includes, but is not limited to, optimizing level of service, tracking site visits or harvesting detailed real-time data on the information behavior of Authorized Users, Other Users and/or Customer, including but not limited to assembling granular profiles of academic behavior from different sources, are prohibited.

15. LIMITATION OF LIABILITY; INDEMNIFICATION

ACS shall defend, indemnify and hold Customer and SURF harmless from all damages, costs, fees (including reasonable attorney’s fees) resulting from any judgment or settlement agreement arising out of the claim by a third party that Customer’s use of the ACS Products, as permitted herein, constitutes an infringement of the copyright or other proprietary or intellectual property rights of any third party. Customer and SURF shall give prompt notice of an infringement claim to ACS, provide such cooperation and assistance to ACS as is reasonably necessary to defend the claim, and may allow ACS to have sole control of the defense, provided however that Customer and SURF retains the right to participate in the defense at its own expense. The foregoing indemnity obligation shall not apply with respect to any claim of infringement of materials contained in ACS Products which have been modified by Customer without the prior authorization of ACS, and shall survive the termination of this Agreement for any reason.

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Except in regard to ACS's indemnification obligations above, Customer shall indemnify ACS against any claims brought by or losses resulting from actions by Authorized Users and/or Other Users of the Customer. Except in cases relating to theft or systematic or bulk loss of ACS Products or relating to ACS Products being or having been accessed by or made re-consumable to third parties, outside of the permitted uses allowed for under this Agreement, howsoever arising, the aforementioned indemnity obligation will not exceed two (2) times the amount paid by the Customer under this Agreement.

Except as provided for in the indemnification obligations above, the Parties shall not be liable for exemplary, special, indirect, incidental or consequential damages arising out of or in connection with the Agreement. Except for the indemnification provisions as stated above, the total aggregate liability of a Party out of any breach or termination of this Agreement shall in no event exceed the Fee paid by Customer for the current year in which such claim, loss or damage occurred.

Except for SURF's payment obligations for which SURF remains fully responsible and liable, SURF shall be liable for direct damages (meaning damages that are not indirect or consequential damages) to the other Party which liability shall not exceed a sum equal to five percent (5%) of the total Licence Fee payable by SURF hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if the other Party has been advised of the possibility of such liability or damages. SURF is not liable for any failure of an Institution to perform its obligations under the Licence Agreement, or for any violation of the Licence Agreement by an Institution's End-User unless attributable to SURF.

Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, war, government action, labor conditions, or any other similar force majeure cause which is beyond the reasonable control of such Party.

The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies.

16. ANTI-BRIBERY AND CORRUPTION

Intentionally omitted

17. GENERAL

- a. 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 Kingdom of Denmark, without reference to its conflicts of laws principles. In case of any dispute between the Parties arising from or in connection with this Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Agreement, the Byretterne of Greater Copenhagen, Denmark shall have exclusive jurisdiction. Customer acknowledges that the delivery of the ACS Products originates in the District of Columbia, USA. Customer shall pay any taxes lawfully due from it, other than taxes on ACS's net income, arising out of Customer's use of ACS

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Products and/or other rights granted under this Agreement. Customer nor ACS may assign or transfer its rights under this Agreement without the express written consent of the other Party.

- b. ACS agrees to implement the industry standards as set forth in Attachment F.
- c. This Agreement includes the following attachments, which are incorporated as if fully set forth herein:
 Attachment A – ACS Products
 Attachment B – Site List and IP Address Attachment
 Attachment C – Pricing
 Attachment D – Read & Publish Program – Open Access Addendum
 Attachment E – Industry Standards
 Attachment F – Institutional Acceptance Statement
- d. Should any portion of this Agreement be deemed unenforceable under copyright or other laws, the Parties agree that the Agreement is to be enforced to the fullest extent possible towards its original meaning consistent with law. Further, any portion deemed unenforceable shall not affect the enforceability of the other portions and shall not render the Agreement illegal or void.

18. ACCEPTANCE

Signing this Agreement constitutes acceptance by SURF of the terms and conditions applicable to SURF contained herein. SURF warrants that it has read and understands this Agreement. Customer will indicate their acceptance of the terms and conditions to the extent these are applicable to them via signature of a statement as attached to the Agreement (Attachment F). If SURF or Customer uses a purchase order in conjunction with ordering or paying for the ACS Products, the Parties agree that the terms and conditions of the purchase order will in no way modify, delete, or supersede the terms and conditions of this Agreement. Any discrepancy between the purchase order and this Agreement will be resolved in favor of this Agreement.

ACCEPTED:

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

SURF B.V.

Authorized Signature:

Print name of Authorizing Person: :

Date: 01-07-2026

Grantor: American Chemical Society

Authorized Signature:

Print name of Authorizing Person:

Date: 7/6/2026

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Attachment A: ACS Products

This Agreement covers the following ACS electronic products:

- ACS Web Editions - Current Web Edition Journals, front file
- ACS Legacy Archives

ACS Web Editions:

Any new journals added during the Term of the Agreement will be automatically included.

Journal Name	ISSN Online	URL
Accounts of Chemical Research	1520-4898	https://pubs.acs.org/journal/achre4
Accounts of Materials Research	2643-6728	https://pubs.acs.org/journal/amrcda
ACS Agricultural Science & Technology	2692-1952	https://pubs.acs.org/acsagascitech
ACS Applied Bio Materials	2576-6422	https://pubs.acs.org/journal/aabmcb
ACS Applied Electronic Materials	2637-6113	https://pubs.acs.org/journal/aaembp
ACS Applied Energy Materials	2574-0962	https://pubs.acs.org/journal/aaemcq
ACS Applied Engineering Materials	2771-9545	https://pubs.acs.org/journal/aaemdr
ACS Applied Materials & Interfaces	1944-8252	https://pubs.acs.org/journal/aamick
ACS Applied Nano Materials	2574-0970	https://pubs.acs.org/journal/aanmf6
ACS Applied Optical Materials	2771-9855	https://pubs.acs.org/journal/aaoma6
ACS Applied Polymer Materials	2637-6105	https://pubs.acs.org/journal/aapmcd
ACS Biomaterials Science & Engineering	2373-9878	https://pubs.acs.org/journal/abseba
ACS Catalysis	2155-5435	https://pubs.acs.org/journal/accacs
ACS Chemical Biology	1554-8937	https://pubs.acs.org/journal/acbcct
ACS Chemical Health & Safety	1878-0504	https://pubs.acs.org/journal/achsc5
ACS Chemical Neuroscience	1948-7193	https://pubs.acs.org/journal/acncdm
ACS Combinatorial Science	2156-8944	https://pubs.acs.org/journal/acscce
ACS Earth and Space Chemistry	2472-3452	https://pubs.acs.org/journal/aescce
ACS Electrochemistry	2997-0571	https://pubs.acs.org/electrochem
ACS Energy Letters	2380-8195	https://pubs.acs.org/journal/aelccp
ACS ES&T Air	2837-1402	https://pubs.acs.org/journal/aeacd5
ACS ES&T Engineering	2690-0645	https://pubs.acs.org/journal/aeecce
ACS ES&T Water	2690-0637	https://pubs.acs.org/journal/aewcaa
ACS Food Science & Technology	2692-1944	https://pubs.acs.org/acsfoodscitech
ACS Infectious Diseases	2373-8227	https://pubs.acs.org/journal/aidcbc
ACS Macro Letters	2161-1653	https://pubs.acs.org/journal/amlccd
ACS Materials Letters	2639-4979	https://pubs.acs.org/journal/amlcef
ACS Medicinal Chemistry Letters	1948-5875	https://pubs.acs.org/journal/amclct

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ACS Nano	1936-086X	https://pubs.acs.org/journal/ancac3
ACS Nano Medicine	3067-5928	https://pubs.acs.org/journal/anmafm
ACS Nutrition Science	3067-6037	https://pubs.acs.org/acsnutritionsci
ACS Pharmacology & Translational Science	2575-9108	https://pubs.acs.org/journal/aptsfn
ACS Photonics	2330-4022	https://pubs.acs.org/journal/apchd5
ACS Sensors	2379-3694	https://pubs.acs.org/journal/ascefcj
ACS Sustainable Chemistry & Engineering	2168-0485	https://pubs.acs.org/journal/ascecg
ACS Sustainable Resource Management	2837-1445	https://pubs.acs.org/journal/asrmcd
ACS Synthetic Biology	2161-5063	https://pubs.acs.org/journal/asbcd6
Analytical Chemistry	1520-6882	https://pubs.acs.org/journal/ancham
Biochemistry	1520-4995	https://pubs.acs.org/journal/bichaw
Bioconjugate Chemistry	1520-4812	https://pubs.acs.org/journal/bcches
Biomacromolecules	1526-4602	https://pubs.acs.org/journal/bomaf6
C&EN Global Enterprise	2474-7408	https://pubs.acs.org/journal/cgeabj
Chemical Research in Toxicology	1520-5010	https://pubs.acs.org/journal/crtoec
Chemical Reviews	1520-6890	https://pubs.acs.org/journal/chreay
Chemistry of Materials	1520-5002	https://pubs.acs.org/journal/cmaterx
Crystal Growth & Design	1528-7505	https://pubs.acs.org/journal/cgdefu
Energy & Fuels	1520-5029	https://pubs.acs.org/journal/enfuem
Environmental Science & Technology	1520-5851	https://pubs.acs.org/journal/esthag
Environmental Science & Technology Letters	2328-8930	https://pubs.acs.org/journal/estlcu
Industrial & Engineering Chemistry Research	1520-5045	https://pubs.acs.org/journal/iecred
Inorganic Chemistry	1520-510X	https://pubs.acs.org/journal/inocaj
Journal of Agricultural and Food Chemistry	1520-5118	https://pubs.acs.org/journal/jafcau
Journal of Chemical & Engineering Data	1520-5134	https://pubs.acs.org/journal/jceaax
Journal of Chemical Education	1938-1328	https://pubs.acs.org/journal/jceda8
Journal of Chemical Information and Modeling	1549-960X	https://pubs.acs.org/journal/jcisid8
Journal of Chemical Theory and Computation	1549-9626	https://pubs.acs.org/journal/jctcce
Journal of Medicinal Chemistry	1520-4804	https://pubs.acs.org/journal/jmcmar
Journal of Natural Products	1520-6025	https://pubs.acs.org/journal/jnprdf
Journal of Proteome Research	1535-3907	https://pubs.acs.org/journal/jprobs
Journal of the American Chemical Society	1520-5126	https://pubs.acs.org/journal/jacsat
Journal of the American Society for Mass Spectrometry	1879-1123	https://pubs.acs.org/journal/jamsef
Langmuir	1520-5827	https://pubs.acs.org/journal/langd5
Macromolecules	1520-5835	https://pubs.acs.org/journal/mamobx
Molecular Pharmaceutics	1543-8392	https://pubs.acs.org/journal/mpohbp
Nano Letters	1530-6992	https://pubs.acs.org/journal/nalefd
Organic Letters	1523-7052	https://pubs.acs.org/journal/orlef7
Organic Process Research & Development	1520-586X	https://pubs.acs.org/journal/oprdfk
Organometallics	1520-6041	https://pubs.acs.org/journal/orgnd7
The Journal of Organic Chemistry	1520-6904	https://pubs.acs.org/journal/jocea

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The Journal of Physical Chemistry A	1520-5215	https://pubs.acs.org/journal/jpcafh
The Journal of Physical Chemistry B	1520-5207	https://pubs.acs.org/journal/jpcbfk
The Journal of Physical Chemistry C	1932-7455	https://pubs.acs.org/journal/jpcck
The Journal of Physical Chemistry Letters	1948-7185	https://pubs.acs.org/journal/jpclcd

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Attachment B: Site List and IP Address Attachment

Institution Name:	SURF on behalf of UKB Consortium
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* 35 characters for the name line

Address: (Street, City, State, Country, Postal Code)	SURF B.V. Moreelsepark 48, 3511 EP Utrecht, The Netherlands
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* 30 characters per address line, country is fourth line if International

Authorized Contact Name:	[REDACTED]
Email:	[REDACTED]
Telephone:	[REDACTED]
Fax:	N/A

Billing Address:	SURF B.V.
	Moreelsepark 48
	3511 EP Utrecht
	The Netherlands

Billing Contact Name:	[REDACTED]
Email:	[REDACTED]
Telephone:	[REDACTED]

Access Agreement Contact Name:	[REDACTED]
Email:	[REDACTED]

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Telephone:	
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Purchase Order #	
VAT# (EU Accts Only)	

Site Information:

List the full name and address of each site and all locations that will participate in the Access Agreement. List any additional sites and IP addresses on a separate sheet if needed using the format shown below.

IP Address Note: Please list digits that are separated by periods (example: IP address 123.456.7.*). IP Address should specify at least the first two groups of digits, commonly called a Level B address, or may specify the first three groups of digits (Level C address), or the complete IP address of the Proxy server(s) handling the Authorized sites.

List any IP provider names should you use a third-party provider (ie. Reprints, CCC, ReadCube, etc...)

Site Name	City, State/Province, Country	IP Address From:	IP Address To:
Radboud University	Houtlaan 4		
(Including Radboudumc)	6525 XZ NIJMEGEN		
University of Groningen	Broerstraat 4		
(Including UMC Groningen)	9712 CP GRONINGEN		
Delft University of Technology	Mekelweg 5		
	2628 CD DELFT		
Eindhoven University of Technology	Den Dolech 2		
	5612 AZ EINDHOVEN		

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Leiden University (Including Leiden UMC)	Niels Bohrweg 1 2333 CA LEIDEN		
Maastricht University (Including Maastricht UMC)	Minderbroedersberg 4-6 6211 LK MAASTRICHT		
University Of Twente	Drienerlolaan 5 7522 NB ENSCHEDE		
Utrecht University (Including UMC Utrecht)	Heidelberglaan 8 3584 CS UTRECHT		
University of Amsterdam (Including Amsterdam UMC)	Spui 21 1012 WX AMSTERDAM		
Vrije Universiteit Amsterdam (Including Amsterdam UMC)	De Boelelaan 1105 1081 HV AMSTERDAM		
Wageningen University & Research	P.O. Box 9101 6700 HB WAGENINGEN		

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AMOLF	Science Park 104			
	1098 XG AMSTERDAM			

Comments:

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Attachment C: Pricing

UKB/SURF Consortium

Subscription period: 01 Jan 2026
to 31 Dec 2028

Collection: ACS All Publications
Package
Agreement: Read & Publish in
type: Hybrid Journals

	2026	2027	2028
OA Tokens / Year	542	542	542
PAR Fee	\$2,478	\$2,552	\$2,629

MSG	Consortium	Content	2025 Fee	PIC	2026 Fee	2027 Fee	2028 Fee
2361655	UKB/SURF Consortium	Read & Publish	\$1,308,098	3.0%	\$1,343,109	\$1,383,402	\$1,424,904
2361655	UKB/SURF Consortium	ACS Legacy Archives Lease	\$45,825	3.0%	\$47,200	\$48,616	\$50,074
		Total	\$1,353,923		\$1,390,308	\$1,432,018	\$1,474,978

MSG	Member institutions	Content	2025 Fee	PIC	2026 Fee	2027 Fee	2028 Fee
2247751	AMOLF	ACS Legacy Archives Lease	\$3,272	3.0%	\$3,370	\$3,471	\$3,575
2280756	UNIV AMSTERDAM	ACS Legacy Archives Lease	\$6,545	3.0%	\$6,741	\$6,944	\$7,152
2291758	WAGENINGEN UNIV & RESEARCH	ACS Legacy Archives Lease	\$9,823	3.0%	\$10,118	\$10,421	\$10,734
2304923	UNIV TWENTE	ACS Legacy Archives Lease	\$6,545	3.0%	\$6,741	\$6,944	\$7,152
2316157	UNIV GRONINGEN	ACS Legacy Archives Lease	\$9,823	3.0%	\$10,118	\$10,421	\$10,734
2316158	UTRECHT UNIV	ACS Legacy Archives Lease	\$6,545	3.0%	\$6,741	\$6,944	\$7,152
2325960	MAASTRICHT UNIV	ACS Legacy Archives Lease	\$3,272	3.0%	\$3,370	\$3,471	\$3,575
	Total	ACS Legacy Archives Lease	\$45,825	3.0%	\$47,200	\$48,616	\$50,074

Attachment D: Read & Publish Program – Open Access Addendum

**American Chemical Society
Publications Division
READ & PUBLISH PROGRAM - Open Access Addendum**

This Read & Publish Program Open Access Addendum (“Addendum”) is an addendum to the above Online Products Institutional Access Agreement (“Agreement”). All terms not herein defined have the same meaning as in the Agreement. If the Customer is a consortium, the term Customer shall also mean each member institution of the consortium. This Addendum is incorporated by reference to the Agreement.

Whereas, Customer wishes to participate in ACS’s Read & Publish Program, and ACS agrees to Customer’s participation, subject to the terms and conditions of the Agreement and this Addendum,

Now, therefore, the Parties hereby agree as follows:

a. Read & Publish Program: ACS’s Read & Publish program is specifically designed for the Customer to facilitate the immediate open availability of its ACS published articles on the Web at the time of online publication. Availability and use of such articles shall be governed by the terms and conditions of the most current version of the Creative Commons CCBY license.

Customer hereby acknowledges and agrees that the Read & Publish program is based upon and directly tied to the continued subscription by Customer to ACS Web Editions journals through the Agreement. Discontinuation of the aforesaid subscription or termination of the Agreement, for whatever reason, shall also terminate this Addendum.

b. Qualifying Authors: Corresponding authors submitting articles for publication by ACS qualify to have their articles published hereunder, for the respective journal article, if all the following conditions are met at the time of submission of the article manuscript. To clarify, a corresponding author means the author handling the manuscript submission and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the article.

1. corresponding author must be identified as the individual who is to communicate with ACS through the peer review process;
2. corresponding author must be an Authorized User, as such term is defined in the Agreement;
3. corresponding author must indicate affiliation to Customer by identifying the Customer via a provided dropdown menu during the online manuscript submission process.

It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated to the Customer.

Corresponding authors meeting all the aforementioned criteria are hereinafter referred to as “Qualifying Authors.”

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c. Tokens and Fee: For the Agreement, ACS shall grant SURF and its related Institutions a total of Read & Publish tokens ("Tokens") as follows: 542 for calendar year 2026, 542 for calendar year 2027, and 542 for calendar year 2028. Based on current publishing output by the Customer, the allotted Tokens may not allow all published articles to be funded through the Agreement. ACS reserves the right to discontinue Customer's participation in the Read & Publish and to terminate this Agreement in the event SURF fails to pay all fees in accordance with the appropriate ACS invoice.

Customer agrees that Tokens have no redeemable monetary value. For clarity, in the event of Agreement termination, unused Tokens will not be refunded as a sales credit or otherwise. Tokens expire 12 months after the term of this Addendum. Notwithstanding, Tokens may be used solely for articles accepted within the calendar year for which they were issued, with exception for the 2026 Tokens. Any unused 2026 tokens can be used for articles accepted within the duration of the contract. For example, any unused Tokens left at the end of 2027 remain viable through 2028 but must be used retroactively for an article accepted between 01 January 2027 and 31 December 2027. Tokens cannot be used for articles accepted before January 01, 2026.

For each article published under the Read & Publish program, one (1) Token will be considered used. Tokens can be used for publication in all ACS journals, including the hybrid journals, but cannot be used for eBooks. Articles that are additions or corrections or editorials are also not eligible under the Agreement. Once the number of Tokens granted has been used, Customer may purchase additional Tokens at its discretion. Otherwise, ACS policy will revert to direct payment of a fee by the Qualifying Author for publication of such author's article(s) under open access conditions, and such policy shall be in accordance with the ACS AuthorChoice publishing program options. For clarity, Parties acknowledge that a Qualifying Author, despite the availability of the Agreement, has the option to direct the ACS to publish the article via ACS's subscription model.

d. Workflow: Customer understands that the process flow for the Open Access publishing is systematized through the Copyright Clearance Center (CCC). Accordingly,

1. Customer will have ACS Open Access Token account with the CCC.
2. A Qualifying Author—whose member institutional affiliation has been identified at the time of manuscript submission—will be offered the Open Access option during acceptance of the manuscript if Customer has available Tokens. If the Qualifying Author selects such option, then the author will be directed to the CCC for requesting their article be processed under this Addendum.
3. Simultaneously, an email providing notice will be sent to the Customer designated administrator who will be required to approve or reject Open Access publication of the article.
4. Once approved, a Token will be debited from the Customer's Token balance. Tokens are used on a first ordered, first approved basis.
5. The CCC shall notify Qualifying Authors of the Open Access funding status of their article(s).
6. The CCC shall only offer CC BY as open access license option.
7. The CC BY license will control third-party access to and use of the final published article as configured in the CCC OA agreement profile.

e. Definitive Articles of Record: All ACS articles published hereunder as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are

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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 or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

f. Reports: Token balance and reports tracking articles published under this Addendum will be available through self-service reporting tools provided in SURF's and the Customer's designated administrator's view in the CCC's ACS Open Access program webpages. Information supplied will include Qualifying Author, Customer, ORCID ID (if supplied by the author), article title, DOI, journal, and Token date.

g. General: ACS is not liable for any article not made open by ACS for a corresponding author who does not provide to ACS, during the manuscript submission process, the applicable name of the respective member institution, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s].

This Addendum sets forth the entire understanding of the Parties regarding the subject matter hereof and, except as provided herein, may not be modified without the express written consent of both Parties.

Qualifying Authors retain copyright to their publications subject to the terms and conditions of the applicable ACS Journal Publishing Agreement. For the avoidance of doubt, ACS receives exclusive rights to publish the respective article. Availability and use of these articles published under this Addendum shall be governed by the terms and conditions of the current version of the Creative Commons Attribution (CC BY) license, that is compliant with the funder. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements. Notwithstanding anything to the contrary, such third-party content shall be treated in accordance with ACS policies, editorial operations, the applicable Journal Publishing Agreement, and any applicable third-party lawful rights.

Hybrid journals that change to full Open Access journals in the course of this Agreement will continue to be available for Open Access publishing for the duration of this Agreement

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Attachment E: Industry Standards

- Publisher will use its best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>).
- Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material and with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
- Publisher will deposit all Publisher content, including the Licensed Materials, in the so-called 'dark archives' (third-party digital archives services) to ensure longterm preservation and continuous access. Publisher will inform SURF and the Institution of the third-party digital archiving services (e.g. Portico, LOCKSS and CLOCKSS) used by Publisher for the deposit of its content.
- Publisher will use its best efforts to comply with the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>).
- Publisher agrees to use its best efforts to comply with the W3C Standard (<https://www.w3.org/WAI/Resources/?#in>).
- Publisher agrees to use its best efforts to make the Licensed Material available for reading on mobile devices, according to the standards of W3C (<https://www.w3.org/2011/02/mobile-web-app-state.html>) or the then prevailing standard.
- Publisher shall not be permitted to publish third-party advertising on its platforms or Media for providing access to the Licensed Material to End-Users or to use otherwise distribute third-party advertising to End-Users within the context of the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of said publications on the condition that those websites do not contain frame killers.
- Publisher shall use its reasonable efforts to provide relevant information to third party discovery tools (such as Scopus and Summon) engaged by SURF or the Institution, in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf).
- Publisher shall use its reasonable efforts to implement good practices for scientific data management and stewardship, such as the FAIR Guiding Principles (<https://www.force11.org/fairprinciples>), which Publisher endorses and implements to the degree able, practicably.
- Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access in accordance with NISO recommended practice (<https://www.niso.org/publications/rp-22-2021-ali>). For other journals, which are not in Publisher's standard production workflow, Publisher will use its reasonable efforts to comply with NISO recommended practice regarding the use of Open Access metadata indicators.

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Attachment F: Institutional Acceptance Statement**American Chemical Society
Publications Division
Addendum**

Each identified Institution below confirms it is a Customer as meant in the ACS Online Products Institutional Access Agreement (“Agreement”) to which this Addendum is attached. By signing below, such Institution hereby agrees to be bound to and abide by all the terms and conditions of the Agreement, including all attachments, as entered into by SURF B.V. with ACS on _____. Institution, by signing below, understands and agree to its responsibilities and obligations under the Agreement. For the avoidance of doubt, reference to Customer, as such term is used in the Agreement, refers to each Institution signing below. Institution represents and warrants that the individual herein signing on its behalf is duly authorized to legally bind the Institution to this Addendum and to the terms and conditions of Agreement.

Institution: _____

Authorized Signature: _____

Print name of Authorizing Person: _____

Date: _____