ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 17th March 2016 by and between **SURFmarket B.V.** (the 'Consortium'), a limited liability organization, authorized to enter into this Agreement on behalf of its member institutions, pursuant to an authorizing agreement substantially in the form set forth on Schedule 3, its member institutions identified on Schedule 2 (the "Institutions") and to enforce the obligations herein on the Institutions (collectively, the 'Subscriber'), with its principal offices located at Moreelsepark 48, 3511 EP, Utrecht, The Netherlands, and **Elsevier B.V.,** Radarweg 29, 1043 NX, Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

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

1.2   *Authorized Users/Sites.*
Authorized Users are the full-time and part-time students, faculty, staff, researchers, retired employees, and independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products.

1.3   *Authorized Uses.*
The Subscriber and its Authorized Users may:

- access, search, browse and view the Subscribed Products;

- print, download and store a reasonable portion of individual items from the Subscribed Products;

- incorporate links to the Subscribed Products and downloaded articles, abstracts and book chapters from the Subscribed Products in electronic coursepacks, reserves and course management systems and printed articles, abstracts and book chapters from the Subscribed Products in printed coursepacks, provided that the downloaded and printed content shall carry appropriate acknowledgement of the source, title, author and publisher and the downloaded content is deleted by the end of each semester or trimester in which it is used (with such deletion confirmed in writing to Elsevier upon request);

- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction."

The Authorized Users may:

- transmit single journal articles and book chapters of the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly of research use;

- share individual journal articles from the Subscribed Products with a limited number of third party colleagues as part of a non-commercial invitation only working group for personal, scholarly or research use;

The Subscriber may:

- print and deliver journal articles from Subscribed Products (as defined herein) and, if any, book chapters from the Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the same country as the Subscriber.

- access the text and data mining service online via an API at http://dev.elsevier.com to continuously and automatically extract and index and/or process information from the ScienceDirect Subscribed Products to which the Subscriber subscribes and load and integrate the results (the "TDM Output") on the Subscriber's text-mining system for access and use by Authorized Users; and

- distribute the TDM Output externally, which may include a few lines of query-dependent text of individual full text articles or book chapters which will be up to a maximum length of 200 characters surrounding and excluding the text entity matched ("Snippets") or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link that points back to the individual full text article or book chapter. Where images are used the Subscriber should clear the rights for reuse with the relevant copyright owner and/or rights holder. Further the TDM Output should include a notice in the following form:

> "© *Some rights reserved. This work permits non-commercial use, distribution, and reproduction in any medium, provided the original author and source are credited.*"

Text and data mining services online may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the index and/or process information purposes of the Subscriber.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

1.4   *Restrictions on Use of Subscribed Products.*
Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;

- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;

- substantially or systematically reproduce, retain, redistribute or disseminate online the Subscribed Products

- post individual items from the Subscribed Products on social networking sites

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5   *Intellectual Property Ownership.*
The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

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

2.2   *Quality of Service.*
Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding three (3) consecutive days, then Elsevier shall refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

2.3   *Withdrawal of Content.*
Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the net withdrawal represents more than five (5%) percent of the total annual Fees comprising the Subscribed Products, Elsevier shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

2.4   *Usage Data Reports.*
Elsevier will make usage data reports on the usage activity of each Institution accessible online on a monthly basis to the librarians/administrators employed by such Institution and the Consortium for internal use only. Such reports may be accessed by vendors or other third parties retained by the Institution only with the express written permission of Elsevier and for the purpose of usage analysis of the Institution. Elsevier shall make commercially reasonable efforts to provide such statistics in accordance with the standards of Project Counter (http://www.projectcounter.org).

2.5   *Journal Transfer.*
Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 2.0, published by the UK Serials Group (UKSG).

2.6   *Accessibility.*
Elsevier will make commercially reasonable efforts to comply with the Web Content Accessibility Guidelines 1.0 published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C).

2.7   *Compatibility.*
Elsevier agrees to use all commercially reasonable efforts to comply with the Open URL Standard.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

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

3.2   *Protection from Unauthorized Access and Use.*
The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;

- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and

- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Consortium and relevant Institutions suspend the access from where the unauthorized use occurred upon notice to the Subscriber. Consortium and relevant Institutions shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

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SECTION 4. FEES AND PAYMENT TERMS.

The Consortium shall pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the following year of the Term. Late payments will be subject to legal commercial interest charges (referred to in section 6:119a of the Dutch Civil Code) on the unpaid balance, to the extent it relates to undisputed sums. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Consortium will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Consortium to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Consortium to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Consortium waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Consortium will be charged Dutch value added tax (VAT) unless the Consortium is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Consortium will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Consortium any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

5.1   Term.
The term of this Agreement shall commence on 1 January 2016 and continue until 31 December 2018.

5.2   Renewal.
This Agreement will automatically expire on the 1st of January 2019.

5.3   Early Termination Due To Insufficient Budgetary Allotment From Government.
An Institution may terminate this Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue this Agreement. If the termination under this clause 5.3 represents more than 20% of the total of annual Fees as set forth in Schedule 1, Elsevier reserves the right to terminate this Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

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

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

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

6.4   *Limitation of Liability.*
Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, Subscriber's business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

6.5   *Liability for Gross Negligence/Willful Misconduct.*
Notwithstanding the limitation of liability set forth in Section 6.4 above, Elsevier shall be liable for i.) damages incurred by the Subscriber as a direct result of Elsevier's gross negligence or willful misconduct in providing the Subscribed Products ii.) any legal penalties imposed by the state due to breaches of EU data protection legislation.

SECTION 7. GENERAL.

7.1   *Force Majeure.*
Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

7.2   *Severability.*
The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

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7.3 *Entire Agreement.*
This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, terms and conditions, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

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

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

7.6 *Privacy.*
Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement. The Processor Agreement (*Bewerkersovereenkomst*) entered into by the parties is incorporated into this Agreement as Schedule 4 and such Processor Agreement shall prevail over the Elsevier privacy policy.

Any personal data processed by Elsevier under this Agreement shall be in strict compliance with the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and other relevant data protection legislation.

With respect to personal data originating from the European Economic Area (EEA) and/or Switzerland that is transferred to and stored in data centers in the United States managed by Elsevier's affiliates, at all times during the performance of this Agreement, Elsevier shall ensure such transfers are subject to (i) an intra-company agreement which requires all transfers of personal data to be made in compliance with the "standard contractual clauses" for processors in the form set out in the European Commission's Decision 2010/87/EU of 5 February 2010, or its successor, or (ii) other appropriate transfer mechanism that provides an adequate level of protection in compliance with the requirements of applicable law with regard to the transfer of personal data to third countries.

Parties shall enter into a separate data processing agreement (Bewerkersovereenkomst) to cover the processing of personal data of Authorized Users.

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

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

If to the Subscriber: SURFmarket B.V., Moreelsepark 48, 3511 EP, Utrecht, The Netherlands

7.8 *Metadata.*
Elsevier will incorporate tags in metadata contained in the Subscribed Products to indicate if a journal article has been published open access.

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7.9   *Evaluation.*
Parties intend to schedule meetings between parties' representatives 3 (three) times per calendar year to discuss and evaluate their mutual performances under this Agreement in the preceding contract period.

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

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

7.12   *Governing Law and Venue.*
This Agreement will be governed by and construed in accordance with the laws of The Netherlands, without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of the courts of The Netherlands with respect to any action or suit arising out of or pertaining to this Agreement.

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

SURFmarket B.V.
(Consortium)

Name: Jan Bakker
Title: Managing Director

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

Contract No.

1-10025047567
1-10025651652
1-10143301371
1-10143313552
1-10022869858
1-10023064544
1-10023166867
1-10023213384
1-10023272784
1-10023328227
1-10023369792
1-10023481564
1-10023749561
1-10023793880
1-10023829378
1-10023859825
1-10024021569
1-10024125065
1-10024179776
1-10024226163
1-10024257581
1-10024296947
1-10024375335
1-10024492696
1-10024629111
1-10024688404
1-10024792649
1-10024847379

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

Subscribed Products – publisher	Access	2016	2017	2018
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Complete Freedom Collection				
· Complete Freedom Collection Fee		€11,697,147.38	€11,989,576.06	€12,241,357.15
Subject Backfile Collection		Fees not applicable	Fees not applicable	Fees not applicable
TOTAL FEES		**€11,697,147.38**	**€11,989,576.06**	**€12,241,357.15**

Adjustment of Fees
After the initial year of the Term, the Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

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

Transaction Fee
The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

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ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list (plus The Lancet, The Lancet Infectious Diseases, The Lancet Neurology and The Lancet Oncology), as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Subject Backfile Collection(s):
Electronic access to the full text of articles from a selection of journal articles, identified on Annex A, in a particular subject or discipline, published prior to 1 January 1995.

Pilot Gold Open Access
The Authorized Users of the Institutions shall have the right during the term of this Agreement to submit a total of 3,600 journal articles under the Pilot Gold Open Access for publication to Elsevier and, if accepted after peer review, to be published at no additional costs under the Pilot Gold Open Access after which the journal article shall be published under a CC-BY or CC-BY-NC-ND license as determined by the submitting Authorized User. Submitting Authorized Users under the Pilot Gold Open Access shall not be required to transfer any copyright in their work to Elsevier, instead submitting Authorized Users grant exclusive rights to Elsevier in the journal article publishing process. The submitting Authorized Users shall have the same rights to reuse the published journal article as those allowed to third party users of the journal article under the selected CC license.

The number of journals published by Elsevier which are available for the Pilot Gold Open Access are selected by Elsevier in agreement with the Subscriber and are based upon the domain and NL publishing behavior required to meet the respective quota as described above in Gold Open Access journal articles and attached in Schedule 1.2 of this Agreement. The additional number of Elsevier journals to be selected by Elsevier in agreement with the Subscriber for the subsequent year(s) will be determined by the number of articles published by the Authorized User under the Pilot Gold Open Access compared to the previous year and shall be listed in Schedule 1.2 of this Agreement by means of an amendment in writing to this Agreement.

Elsevier shall on a monthly basis provide Subscriber a report of the total number of Gold Open Access journal articles published under this Agreement. Elsevier will make available on a semi-annual basis a complete report of all articles (open access and otherwise) published by Authorized Users.

In the event the number of journal articles under the Pilot Gold Open Access has not been reached during a particular calendar year such unused number of journal articles shall carry forward to the next calendar year, however unused journal articles will be forfeited upon termination of the term of this Agreement.

Elsevier will not levy article processing charges directly on Authorized Users of the Institutions in relation to the selected Journals under the Pilot Gold Open Access described herein. The aforementioned does not prejudice Elsevier's right to charge article processing charges from submitting Authorized Users to the extent these fall outside the scope of selected journals under the Pilot Gold Open Access.

The Institutions shall ensure that Authorized Users who wish to submit article manuscripts shall identify themselves as being eligible in the course of Elsevier's publishing work-flow.

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Elsevier shall provide email notifications to the Consortium's implementation team each time a submitting Authorized User has identified him/herself as eligible.

The Consortium shall be solely responsible for ensuring that the relevant Institutions promptly confirm or deny the eligibility of the relevant submitting Authorized User. In case Elsevier receives neither a confirmation nor a denial from the Consortium within 3 (three) business days after Elsevier has notified the Consortium, Elsevier may consider the submitting Authorized User to be eligible and continue the publishing process. Elsevier shall have no obligations regarding the contacting or validation of eligible Authorized Users.

The parties may adjust the above identifying process where appropriate and amend this Agreement accordingly by means of an amendment in writing.

Access to Formerly Subscribed Journal Collection(s)

a.) Upon termination of **some but not all** of the Subscriber's annual subscriptions on ScienceDirect online and provided that the Subscriber remains a ScienceDirect online subscriber, the Subscriber may:

- continue to access online, at no additional charge, the formerly subscribed titles for the publication years published until the first of 1st of January 2016 (" Subscribed Titles")

b.) Upon termination of **all** of the Subscriber's Subscribed Titles for the publication published until the first of 1st of January 2016:

- continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of €0.063 per download, with a minimum annual fee of €400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement;

- acquire on a cost only basis, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years published until the first of 1st of January 2016.

All post termination access shall be in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement.

Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee, if applicable, once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

The Koninklijke Bibliotheek, the National Library of the Netherlands, has been authorized to operate a digital archive of all Elsevier journals that Elsevier makes available on the ScienceDirect online service and has agreed to cooperate in opening this archive to the Subscriber should the Subscriber's Journal Collection(s) no longer be made available electronically from Elsevier or any other vendor.

Subscriber may further access individual paid for Subscribed Titles published until the 1st of January 2016 online through the Portico® electronic archiving service provided by Portico under a separate license agreement between Portico and the Subscriber, subject to the terms and conditions thereof.

For 100% E-Only Institutions only

Deep Discounted Price for Print Subscriptions

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

Universities of Applied Sciences

The Institutions mentioned under the Dutch Universities of Applied Sciences in Schedule 2 shall at no additional fee be permitted to have access to the Subscribed Products with the exception of the Subject Backfile Collections and except the titles in Annex A to schedule 1.1. The Consortium shall inform Elsevier when such University of Applied Sciences would need to be provided access to the Subscribed Products.

The above-described post termination archival access shall not apply to the University of Applied Sciences nor for the start up companies that are physically located at the Sites.

Start up Companies

Only a start up company newly created by an Institution during the term of this Agreement or which preexisted no longer than three years prior to the Effective Date and which remains located at the Site shall at no additional fee be permitted to have access to the Subscribed Products during the remainder of the term of this Agreement. The Subscriber shall inform Elsevier about the start up companies that have been created during the term.

ELSEVIER SUBSCRIPTION AGREEMENT
Annex A Journal
Subscription

ISSN	Subject Backfile Collection Journal Title	Year Range
	- Chemical Engineering	
	- Inorganic Chemistry	
	- Organic Chemistry	
	- Physical and Analytical Chemistry	
	- Economics	
	- Mathematics	
	- Psychology	
	- Business	
	- Social Sciences	
	- General Physics	
	- High Energy Physics & Astronomy	
	- Decision Sciences	
	- Agricultural & Biological Sciences	
	- Biochemistry, Genetics, Molecular Biology	
	- Computer Science	
	- Earth & Planetary Sciences	
	- Energy & Power	
	- Engineering & Technology	
	- Environmental Sciences	
	- Immunology and Microbiology	
	- Materials Science	
	- Neuroscience	
	- Pharmacology, Toxicology and Pharmaceutics	
	- The Lancet	
	- Cell Press	
	- Medicine and Dentistry	
	- Nursing and Health Professions	
	- Veterinary Medicine & Veterinary Science	
	For title names, ISSN and backfile year range, see http://info.sciencedirect.com/content/journals/titles	

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ELSEVIER SUBSCRIPTION AGREEMENT

Annex A to Schedule
1.1
Subscribed
Titles

SURFmarket B.V.

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13246	0002-9378	American Journal of Obstetrics & Gynecology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery
13342	1083-8791	Biology of Blood and Marrow Transplantation
07501	1538-4721	Brachytherapy
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
07694	0886-3350	Journal of Cataract & Refractive Surgery
13136	0363-5023	Journal of Hand Surgery (American Volume)
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery
13089	0741-5214	Journal of Vascular Surgery
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology: Journal of the American Academy of
13367	1550-7289	Surgery for Obesity and Related Diseases
07587	0002-9343	The American Journal of Medicine
07610	0003-4975	The Annals of Thoracic Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
13372	1553-4650	The Journal of Minimally Invasive Gynecology
07554	0301-5629	Ultrasound in Medicine and Biology

The Subscriber may not substitute any withdrawn Subscribed Title identified on Annex A of this agreement

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Journal Title	ISSN	SURF#
Algal Research	2211-9264	26373
American Heart Journal	0002-8703	11344
American Journal of Cardiology, The	0002-9149	13714
Annales de Cardiologie et d'Angéiologie	0003-3928	11370
Annals of Anatomy - Anatomischer Anzeiger	0940-9602	11391
Annals of Nuclear Energy	0306-4549	11397
Applied Energy	0306-2619	11426
Applied Thermal Engineering	1359-4311	20557
Archives of Cardiovascular Diseases	1875-2136	19814
Atherosclerosis	0021-9150	11471
Autoimmunity Reviews	1568-9972	11489
Biomass and Bioenergy	0961-9534	20740
Bioresource Technology	0960-8524	11574
Blood Cells, Molecules, and Diseases	1079-9796	11584
Building and Environment	0360-1323	11608
Cancer Epidemiology	1877-7821	20574
Cancer Genetics	2210-7762	23238
Cancer Letters	0304-3835	11624
Cancer Treatment Reviews	0305-7372	20575
Carbon	0008-6223	11629
Cardiovascular Pathology	1054-8807	11633
Cardiovascular Revascularization Medicine	1553-8389	20576
Cellular Immunology	0008-8749	11652
Clinical Breast Cancer	1526-8209	26052
Clinical Colorectal Cancer	1533-0028	26053
Clinical Genitourinary Cancer	1558-7673	26054
Clinical Immunology	1521-6616	20583
Clinical Lung Cancer	1525-7304	26055
Clinical Microbiology Newsletter	0196-4399	11714
Comparative Immunology, Microbiology and Infectious Diseases	0147-9571	11773
Critical Reviews in Oncology/Hematology	1040-8428	11887
Current Opinion in Immunology	0952-7915	11910
Current Opinion in Microbiology	1369-5274	11911
Current Opinion in Virology	1879-6257	22444
Current Problems in Cancer	0147-0272	11920
Current Problems in Cardiology	0146-2806	11921
Cytokine	1043-4666	11933

Cytokine and Growth Factor Reviews	1359-6101	20606
Developmental and Comparative Immunology	0145-305X	11953
Diagnostic Microbiology and Infectious Disease	0732-8893	11962
Electric Power Systems Research	0378-7796	12011
Electricity Journal, The	1040-6190	13739
Energy	0360-5442	20611
Energy and Buildings	0378-7788	12056
Energy Conversion and Management	0196-8904	12058
Energy Economics	0140-9883	20612
Energy Policy	0301-4215	12061
Energy Research and Social Science	2214-6296	28930
Energy Strategy Reviews	2211-467X	26428
Environmental Innovation and Societal Transitions	2210-4224	22130
Environmental Science and Policy	1462-9011	12085
European Journal of Oncology Nursing	1462-3889	20617
European Journal of Protistology	0932-4739	12132
Fish and Shellfish Immunology	1050-4648	12197
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Fuel Processing Technology	0378-3820	12232
Fungal Genetics and Biology	1087-1845	20624
Fusion Engineering and Design	0920-3796	12236
Geothermics	0375-6505	12267
Heart and Lung: The Journal of Acute and Critical Care	0147-9563	12320
Immunobiology	0171-2985	12352
Infection, Genetics and Evolution	1567-1348	12368
International Biodeterioration and Biodegradation	0964-8305	20778
International Journal of Cardiology	0167-5273	12433
International Journal of Coal Geology	0166-5162	12435
International Journal of Electrical Power and Energy Systems	0142-0615	12440
International Journal of Heat and Mass Transfer	0017-9310	12448
International Journal of Marine Energy	2214-1669	28819
Journal of Autoimmunity	0896-8411	12577
Journal of Cardiac Failure	1071-9164	12593
Journal of Cardiothoracic and Vascular Anesthesia	1053-0770	12594
Journal of Chemical Thermodynamics, The	0021-9614	13756
Journal of Clinical Virology	1386-6532	20653
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Journal of Electrocardiology	0022-0736	12659
Journal of Geriatric Oncology	1879-4068	22138
Journal of Immunological Methods	0022-1759	20659
Journal of Microbiological Methods	0167-7012	12765
Journal of Molecular and Cellular Cardiology	0022-2828	12770
Journal of Molecular Biology	0022-2836	12771

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Journal of Nuclear Materials	0022-3115	12797
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Molecular and Cellular Probes	0890-8508	13067
Molecular Immunology	0161-5890	13075
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Resources Policy	0301-4207	13501
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Resuscitation	0300-9572	13509
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Seminars in Immunology	1044-5323	13578
Seminars in Oncology Nursing	0749-2081	13585
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Techniques in Vascular and Interventional Radiology	1089-2516	13700
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Trends in Cardiovascular Medicine	1050-1738	13839
Tuberculosis	1472-9792	20730
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Veterinary Immunology and Immunopathology	0165-2427	13884
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Veterinary Parasitology	0304-4017	13886
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Virus Research	0168-1702	13889

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Advanced Drug Delivery Reviews	0169-409X	11216
Advances in Colloid and Interface Science	0001-8686	11241
Advances in Water Resources	0309-1708	11314
Agricultural Water Management	0378-3774	11331
Analytica Chimica Acta	0003-2670	11362
Analytical Biochemistry	0003-2697	11363
Antiviral Research	0166-3542	11412
Applied Catalysis A: General	0926-860X	11423
Applied Catalysis B: Environmental	0926-3373	11424
Biochemical Pharmacology	0006-2952	11520
Biomedicine and Pharmacotherapy	0753-3322	11566
Bioorganic and Medicinal Chemistry	0968-0896	11569
Bioorganic and Medicinal Chemistry Letters	0960-894X	11570
Biophysical Chemistry	0301-4622	11572
Biosystems	0303-2647	11579
Carbohydrate Polymers	0144-8617	11627
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Chemical Engineering and Processing: Process Intensification	0255-2701	11659
Chemical Engineering Journal	1385-8947	20578
Chemical Engineering Science	0009-2509	11661
Chemical Physics	0301-0104	11665
Chemical Physics Letters	0009-2614	11666
Chemico-Biological Interactions	0009-2797	11668
Chemistry and Physics of Lipids	0009-3084	11671
Chemometrics and Intelligent Laboratory Systems	0169-7439	20579
Chemosphere	0045-6535	20580

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Current Opinion in Pharmacology	1471-4892	11913
Currents in Pharmacy Teaching and Learning	1877-1297	20508
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Diamond and Related Materials	0925-9635	11963
Disability and Health Journal	1936-6574	19959
DNA Repair	1568-7864	20608
Drug and Alcohol Dependence	0376-8716	11977
Drug Discovery Today	1359-6446	20609
Drug Discovery Today: Disease Models	1740-6757	11981
Drug Discovery Today: Technologies	1740-6749	11983
Dyes and Pigments	0143-7208	11986
Ecotoxicology and Environmental Safety	0147-6513	12006
Electrochimica Acta	0013-4686	12013
Environmental Toxicology and Pharmacology	1382-6689	20614
European Journal of Integrative Medicine	1876-3820	19971
European Journal of Pharmaceutical Sciences	0928-0987	20618
European Journal of Pharmaceutics and Biopharmaceutics	0939-6411	12127
European Journal of Pharmacology	0014-2999	20619
European Polymer Journal	0014-3057	12145
Evaluation and Program Planning	0149-7189	12150
Experimental and Toxicologic Pathology	0940-2993	12163
Fitoterapia	0367-326X	12200
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Hydrometallurgy	0304-386X	12344
Inorganica Chimica Acta	0020-1693	12393
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International Immunopharmacology	1567-5769	20634
International Journal of Drug Policy	0955-3959	12437
International Journal of Hygiene and Environmental Health	1438-4639	12453
International Journal of Medical Microbiology	1438-4221	20638
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Journal of Contaminant Hydrology	0169-7722	12633
Journal of Controlled Release	0168-3659	12634
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Journal of Ethnopharmacology	0378-8741	12677
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Progress in Surface Science	0079-6816	13377
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Sustainability of Water Quality and Ecology	2212-6139	27541

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Synthetic Metals	0379-6779	13690
Talanta	0039-9140	13694
Tetrahedron	0040-4020	13708
Tetrahedron Letters	0040-4039	13710
Tetrahedron: Asymmetry	0957-4166	13711
Thermochimica Acta	0040-6031	13798
Toxicology	0300-483X	13809
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Toxicology in Vitro	0887-2333	13811
Toxicology Letters	0378-4274	13812
Toxicon	0041-0101	13813
Translational Research	1931-5244	20726
Travel Medicine and Infectious Disease	1477-8939	13836
Trends in Environmental Analytical Chemistry	2214-1588	28945
Vaccine	0264-410X	13877
Water Research	0043-1354	13896
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Water Resources and Rural Development	2212-6082	27546

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Journal Title	ISSN	SURF#
Acta Tropica	0001-706X	11208
Agricultural and Forest Meteorology	0168-1923	11325
Agricultural Systems	0308-521X	11329
Agriculture, Ecosystems and Environment	0167-8809	11333
Anaerobe	1075-9964	11358
Archives of Biochemistry and Biophysics	0003-9861	11452
Arthropod Structure and Development	1467-8039	20559
Autonomic Neuroscience	1566-0702	20561
Behavioural Brain Research	0166-4328	11505
Bioactive Carbohydrates and Dietary Fibre	2212-6198	27485
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Biochemical and Biophysical Research Communications	0006-291X	11514
Biochimica et Biophysica Acta (BBA) - Bioenergetics	0005-2728	11524
Biochimica et Biophysica Acta (BBA) - Biomembranes	0005-2736	11525
Biochimica et Biophysica Acta (BBA) - General Subjects	0304-4165	20739
Biochimica et Biophysica Acta (BBA) - Molecular and Cell Biology of Lipids	1388-1981	20569
Biochimica et Biophysica Acta (BBA) - Molecular Basis of Disease	0925-4439	11533
Biochimica et Biophysica Acta (BBA) - Molecular Cell Research	0167-4889	11534
Biochimica et Biophysica Acta (BBA) - Proteins and Proteomics	1570-9639	20570

Biochimica et Biophysica Acta (BBA) - Reviews on Cancer	0304-419X	11542
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Brain Research	0006-8993	20573
Brain Research Bulletin	0361-9230	11595
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Cellular Signalling	0898-6568	11653
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Comparative Biochemistry and Physiology Part D: Genomics and Proteomics	1744-117X	11772
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Current Opinion in Food Science	2214-7993	28927
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Current Opinion in Structural Biology	0959-440X	11916
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Developmental Biology	0012-1606	11954
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European Journal of Cell Biology	0171-9335	12111
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Experimental Parasitology	0014-4894	12170
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International Dairy Journal	0958-6946	12417
International Journal of Biochemistry and Cell Biology, The	1357-2725	13750
International Journal of Biological Macromolecules	0141-8130	12431
International Journal of Food Microbiology	0168-1605	12443
Journal of Biotechnology	0168-1656	12588
Journal of Cereal Science	0733-5210	12600
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Journal of Neuroimmunology	0165-5728	20666
Journal of Neurolinguistics	0911-6044	12788
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Journal of Thermal Biology	0306-4565	12912
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Microbiological Research	0944-5013	13046
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Neurobiology of Aging	0197-4580	13105
Neurobiology of Disease	0969-9961	13106
Neurobiology of Learning and Memory	1074-7427	20792
Neurochemistry International	0197-0186	13108
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Neuropeptides	0143-4179	13116
Neuropharmacology	0028-3908	13117
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Neuroscience Letters	0304-3940	13127
Neuroscience Research	0168-0102	13128
NeuroToxicology	0161-813X	13132
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Plant Science	0168-9452	13309
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World Neurosurgery	1878-8750	13684

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Institutions:

Universities:

SIS ID	Name:	IP Address start	IP Address end
3091	Erasmus Universiteit Rotterdam	130.115.0.0	130.115.255.255
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		156.83.0.0	156.83.255.255
		206.79.11.134	206.79.11.134
101828	Open Universiteit Nederland	137.120.4.10	137.120.4.12
2284	Radboud Universiteit Nijmegen	131.174.0.0	131.174.255.255
		165.193.178.115	165.193.178.115
		145.116.128.0	145.116.191.255
2672	Rijksuniversiteit Groningen	129.125.0.0	129.125.255.255
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2280	Technische Universiteit Delft	130.161.0.0	130.161.255.255
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2282	Technische Universiteit Eindhoven	131.155.0.0	131.155.255.255
1745	Tilburg University	137.56.0.0	137.56.255.255
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2670	Universiteit Leiden	132.229.0.0	132.229.32.255
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101503	Universiteit Twente	130.89.0.0	130.89.255.255
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2189	Universiteit Utrecht	131.211.0.0	131.211.255.255
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		145.107.64.0	145.107.159.255
1747	Universiteit van Amsterdam	145.109.0.0	145.109.127.255
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1750	Vrije Universiteit Amsterdam	130.37.0.0	130.37.255.255
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104069	Wageningen UR	137.224.0.0	137.224.255.255

Universities of Applied Sciences:

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100905	Avans Hogeschool	145.102.64.0	145.102.95.255
		145.48.0.0	145.48.255.255
		192.87.128.0	192.87.131.255
535481	Christelijke Hogeschool Ede	194.171.89.0	194.171.89.255
		85.214.77.84	85.214.77.84
535495	Christelijke Hogeschool Windesheim	145.44.0.0	145.44.255.255
338690	Fontys Hogescholen	145.144.240.0	145.144.255.255
		145.85.000.000	145.85.255.255
		145.93.000.000	145.93.255.255
434482	Haagse Hogeschool De	145.52.0.0	145.52.255.255
		217.148.29.26	217.148.29.26
		91.231.6.22	91.231.6.22
535079	Hanzehogeschool Groningen	145.33.0.1	145.33.255.254
		145.37.0.1	145.37.255.254
535509	HAS Hogeschool	195.169.76.0	195.169.76.255
535528	Hogeschool Inholland	165.193.178.117	165.193.178.117
		194.171.35.201	194.171.35.202
		194.171.35.83	194.171.35.83
		195.169.68.83	195.169.68.83
535537	Hogeschool Leiden	145.101.64.0	145.101.95.255
		145.145.20.105	145.145.20.105
		145.97.16.0	145.97.19.255
		194.171.124.1	194.171.127.254
		194.171.212.1	194.171.215.254
		195.169.156.0	195.169.161.255
		195.169.80.0	195.169.87.255
535541	Hogeschool Rotterdam	145.24.0.0	145.24.255.255
		145.51.0.0	145.51.255.255
436254	Hogeschool Utrecht	145.89.0.0	145.89.255.255
		172.23.120.0	172.23.120.255
		216.17.115.8	216.17.115.8

		216.17.123.8	216.17.123.8
100399	Hogeschool van Amsterdam	145.109.128.0	145.109.255.255
		145.28.0.0	145.28.255.255
		145.92.0.0	145.92.255.255
535543	Hogeschool van Arnhem en Nijmegen	145.74.0.0	145.74.255.255
535579	Hotelschool Den Haag	194.171.42.0	194.171.47.255
		194.171.58.0	194.171.59.255

535581	HZ University of Applied Sciences	145.19.0.0	145.19.255.255
535585	Iselinge Hogeschool	185.106.152.2	185.106.152.2
		185.106.152.28	185.106.152.28
535587	Katholieke PABO Zwolle	195.35.216.242	195.35.216.242
458898	NHL Hogeschool	141.252.0.0	141.252.255.255
421475	NHTV Internationale Hogeschool Breda	145.101.128.0	145.101.255.255
		194.171.178.0	194.171.179.255
		194.171.191.0	194.171.191.255
414011	Saxion	145.2.0.0	145.2.255.255
		145.76.0.0	145.76.255.255
		165.193.178.79	165.193.178.79
857486	Stenden Hogeschool	194.171.180.0	194.171.182.255
535503	Viaa	195.169.30.252	195.169.30.253
		195.169.30.4	195.169.30.4
512259	Vilentum Hogeschool	31.160.165.128	31.160.165.126
535077	Zuyd Hogeschool	10.91.0.0	10.91.255.255
		145.91.0.0	145.91.255.255
		194.104.240.0	194.104.255.255
		206.79.11.143	206.79.11.143

Other Institutes:

SIS ID	Name:	IP Address start	IP Address end
	Politieacademie	192.87.209.32	192.87.209.33
		192.87.209.61	192.87.209.61
537486	SURFmarket	194.171.53.0	194.171.53.255

Primary Contact

Name:	John Janssen
Title:	
Name/Address (if different from Section 7.7):	SURFmarket B.V.
	PO Box 19035
	3501 DA, Utrecht
	Netherlands
E-mail:	john.janssen@surfmarket.nl
Phone:	

Billing Contact

Name:	Finance Department
Title:	
Name/Address (if different from Section 7.7):	SURFmarket B.V.
	PO Box 19035
	3501 DA, Utrecht
	Netherlands
E-mail:	jaspert.vanderhout@surfmarket.nl
Phone:	

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

ELSEVIER SUBSCRIPTION
AGREEMENT
Schedule 3
Standard Power of Attorney Form

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned,   , the authorized representative of [   ], an academic institution, with its principal offices located at [   ] (the "Institution"), hereby constitutes and appoints **SURFmarket B.V.,** with its principal offices located at Moreelsepark 48, 3511 EP, Utrecht, The Netherlands (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") including all Schedules (including the Processor Agreement and Standard Contractual Clauses) annexed hereto and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Institution shall be responsible for and make payment of the fees due for access to and use of the services as specified in the Agreement to the extent that the Attorney fails to make any such payment.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this ___ day of   , 2016.

AGREEMENT
Schedule 4
Processor agreement

**ELSEVIER SUBSCRIPTION
AGREEMENT**

Schedule 5

**Format Standard Contractual
Clauses**

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors
established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The institutions identified in Appendix 1, represented by
SURFmarket B.V.

Address: Moreelsepark 48, 3511 EP, Utrecht, Netherlands

Tel.: +31 30 887873000; e-mail: content@surfmarket.nl

(the data **exporter**)

And

Name of the data importing organisation: Elsevier Inc. and RELX Inc.

Address: 9443 Springboro Pike, Miamisburg, Ohio 45342, USA

Tel.: +1 800 227 9597; e-mail: privacy.information.mgr@relx.com

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(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) *'the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

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Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii)   any accidental or unauthorised access, and

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(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or

have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

    (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

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2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position: *Managing Director*

Address: SURFmarket B.V., Moreelsepark 48, 3511 EP Utrecht, The Netherlands

Other information necessary in order for the contract to be binding (if any):

                                                                            Signature.................................

On behalf of the data importer Elsevier Inc.:

Name: Mark Lawrence Seeley

Position: Senior Vice President

Address: 50 Hampshire Street, Cambridge, MA 02139, USA

                                                                    Signature.................................

On behalf of the data importer RELX Inc.:

Name: Kenneth Robert Thompson, II

Position: Senior Vice President

Address: 9443 Springboro Pike, Miamisburg, Ohio 45342, USA

                                                                    Signature.................................

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is: The institutions identified on Schedule 2 of the Elsevier Subscription Agreement between Elsevier B.V. and SURFMarket B.V. on behalf of such institutions ("Agreement").

Data importer

The data importer is: Elsevier Inc. and RELX Inc., which provide support and subprocessing services to their affiliate, Elsevier B.V., the provider of ScienceDirect and other content databases and related services ("Services").

Data subjects

The personal data transferred concern the following categories of data subjects: The data exporter's staff, teachers and students who are authorised to access and use the Services.

Categories of data

The personal data transferred concern the following categories of data:
- User registration data, such as name, email address, username, password, job title, mailing address, phone number, communications preferences, search and alert settings, and other details submitted through the Services.
- Personal data that a user may submit in search queries, feedback forms, customer service requests, surveys and other forms through the Services.
- Contact and billing details of the data exporter's staff, such as name, job title, department, email address, mailing address and phone number.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities: Hosting, storage, and support for Elsevier B.V. to provide, maintain and support the Services pursuant to the Agreement. The data importer may engage other affiliates and companies to provide certain processing activities, such as technical support, on its behalf. The data exporter consents to such subprocessing pursuant to Clause 11. Upon reasonable request of the data exporter, the data importer will provide to the data exporter copies of subprocessor agreements, pursuant to Clause 5(j), redacted to remove any commercial and other information unrelated to the above processing activities.

[Signature page to follow]

DATA EXPORTER

Name: ..... Iain Baßher .

Authorised Signature ....

DATA IMPORTER

Name: Mark Lawrence Seeley

Authorised Signature ....

Name: Kenneth Robert Thompson, II

Authorised Signature ....

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Physical Access Control. Measures designed to prevent unauthorized persons from gaining access to data centres and other facilities in which personal data is processed include the use of access control systems (smart cards), security personnel, surveillance cameras on entry doors, motion detectors on access paths, and security alarm systems.

2. System Access Control. Processes to prevent unauthorized persons from accessing or using systems processing personal data include assignment of unique identifier (user ID) to authorized staff, authentication via passwords and/or two-factor authentication, password complexity requirements (minimum length, alphanumeric, etc), secure password storage requirements, password expiry requirements, procedures for authorization before access rights are granted or modified, use of the "least privileged" approach, logging of access, procedures for revocation of access, and protection against external access by firewalls and intrusion detection systems.

3. Data Access Control. Measures to ensure that persons entitled to use the data processing systems are only able to access the personal data within the scope and to the extent covered by their respective access authorization and that personal data cannot be read, copied, modified or removed without authorization include company data security, retention and destruction policies, procedures and standards, appropriate employee training and disciplinary action against those who access personal data without authorization, and authorizing access to personal data on a need-to-know basis.

4. Transmission Control. Procedures to prevent personal data from being read, copied, modified or removed without authorization during transfer include use of firewall and encryption technologies to protect the gateways and pipelines through which the data travels, implementation of VPN connections to safeguard the connection to the internal corporate network, and monitoring of infrastructure at network, system and application levels.

5. Input Control. Measures to examine and establish whether and by whom personal data has been entered or modified in or removed from data processing systems include authentication of the authorized personnel, access to live and retrospective data, logging systems, and anti-virus and anti-malware controls to help avoid malicious software from gaining unauthorized access.

6. Availability Control. Measures to ensure that personal data are protected against accidental or unauthorized destruction or loss include infrastructure redundancy, regular backups performed on database servers, use of uninterrupted power supplies (batteries, generators, etc.) to ensure power availability to the data centres, defined contingency plans as well as business continuity and disaster recovery strategies, and regular testing of emergency processes and systems.

7. Separation Control. Procedures to ensure that personal data collected for different purposes can be processed separately include separate interfaces, applications and storage systems by purpose or function.

PROCESSOR AGREEMENT

The institutions identified on Schedule 2 of the Agreement, represented by **SURFmarket B.V.**, Moreelsepark 48, 3511 EP, Utrecht, The Netherlands, Chamber of Commerce number 30099300, duly authorized (by the Powers of Attorney in Schedule 3 of the Agreement) to enter into this Processor Agreement on behalf of such institutions (hereinafter: "**the Controller**");

and

Elsevier B.V., Radarweg 29, 1043 NX, Amsterdam, The Netherlands, Chamber of Commerce number 33158992 (hereinafter: "**the Processor**");

each a "party"; together "the parties",

have agreed as follows

CLAUSE 1.   DEFINITIONS

1.1 Data Subject is the person to whom Personal Data pertains.

1.2 Processor Agreement is the present agreement.

1.3 Agreement is the Elsevier Subscription Agreement between the Controller and the Processor under which the Services are provided.

1.4 PDPA is the Dutch Personal Data Protection Act (*'Wet bescherming persoonsgegevens'*) as amended.

1.5 Services are the services provided by the Processor under the Agreement.

1.6 Users are the Authorized Users under the Agreement.

1.7 Subprocessor is a processor engaged by the Processor that processes Personal Data on the instructions of the Processor.

1.8 Personal Data is personal data processed by the Processor for the purposes of the Controller in the context of the Processor's performance of the Agreement.

1.9 'data subject,' 'personal data,' 'process/processing,' 'processor,' 'responsible party,' and 'security breach' shall have the same meanings as in the PDPA.

CLAUSE 2.   DATA PROCESSING

2.1 The Processor undertakes to process Personal Data on the terms and conditions of this Processor Agreement as a processor of the Controller as the responsible party. The Processor shall process the Personal Data properly, with due care and in accordance

with all of the obligations imposed upon processors under the PDPA and other applicable laws relating to the processing of personal data.

2.2 The Processor shall only process the Personal Data as necessary to provide, support and maintain the Services to the Controller as described in the Agreement and on the instructions of the Controller consistent with the terms of the Agreement.

CLAUSE 3. USE OF SUBPROCESSORS

3.1 The Controller hereby grants general permission to the Processor to engage Subprocessors to process Personal Data in connection with the provision, support and maintenance of the Services provided that the Processor has a written agreement with the relevant Subprocessor, which agreement shall include the following:

a. an obligation that the Subprocessor shall act in accordance with all applicable data protection obligations imposed on the Processor under the Processor Agreement relating to the processing of the Personal Data;
b. an undertaking from the Subprocessor to only process the Personal Data on and in accordance with the instructions of the Processor;
c. an undertaking that the Subprocessor shall enable the Processor (and consequently the Controller) to fulfil its obligations in the event of a security breach.

The permission granted by the Controller does not affect the Processor's responsibility and liability for the performance of the Processor Agreement.

3.2 The Controller must at all times be able to request a list from the Processor of the Subprocessors engaged.

3.3 The Processor indemnifies the Controller from and against all claims by third parties, including Data Subjects, asserted against the Controller due to a breach of the PDPA or other applicable laws concerning the processing of Personal Data that is attributable to the Processor or its Subprocessors.

CLAUSE 4. SECURITY

The Processor shall implement appropriate technical and organisational measures to secure Personal Data against loss or any form of unlawful processing as required under the PDPA.

CLAUSE 5. OBLIGATION TO REPORT SECURITY BREACHES

5.1 In the event of a security breach respecting Personal Data, the Processor shall notify the Controller without unreasonable delay but not later than 48 hours after the discovery and as required under the PDPA. The Processor shall take all measures reasonably necessary to prevent or limit (further) unauthorised or unlawful processing of the Personal Data, without prejudice to any right the Controller might have to

damages or other measures. This provision applies to security breaches at the Processor and its Subprocessors.

5.2 At the Controller's request, the Processor shall reasonably cooperate in preparing potentially required notices to the competent authorities and data subject(s).

5.3 The Processor shall make written arrangements with its Subprocessors about the prompt reporting of security breaches to the Processor that will enable the Processor and the Controller to comply with their obligations in the event of a security breach as described in this Clause 5.

CLAUSE 6.   AUDIT

6.1 If the Processor is requested by Controller's written request   , to have an independent IT auditor or expert to be designated by the Processor conduct an audit of the data processing facilities of the Processor in addition to the SOC3 audit report as meant in clause 6.4 , in order to have it established that the Processor complies with the provisions regarding the protection and processing of Personal Data under the Processor Agreement, it shall comply with such request within 45 days of the Controller's written request

6.2 Upon request, the Processor is obliged to make the findings of the IT auditor or expert regarding any failure to comply with the provisions of the Processor Agreement available to the Controller in the form of a Third Party Memorandum.

6.3 The costs of the additional audits under Clause 6.1 will be borne by the Controller, This provision does not diminish the Controller's other rights, including the right to damages. However, if during the Term of this Agreement the Processor shall no longer have a Subprocessor process the Personal Data, but Processor shall process the Personal Data himself, in such case Processor shall not be able to provide the Controller with a SOC3 report as meant in Clause 6.4 and Processor shall therefore be obligated to conduct an audit of its own data processing facilities as meant in Clause 6.1. In such event the costs of such audit shall be borne by the Processor.

6.4 The Processor shall provide the Controller, upon the Controller's written request, the SOC 3 audit report concerning the data centres of its Subprocessors performed at least once a year by an independent IT auditor or expert designated by the Subprocessors at the Subprocessors' cost.

6.5 If it is established during an audit that the Processor has failed to comply with the provisions of the Processor Agreement, the Processor shall take all reasonably necessary measures to ensure compliance as yet.

CLAUSE 7.   INTERNATIONAL TRAFFIC

The Processor warrants that every processing of Personal Data in connection with the performance of the Agreement by or for the Processor, including the third parties

engaged by it, will take place either (i) within the European Economic Area (EEA); (ii) to or from jurisdictions covered by an adequacy determination by the European Commission; or (iii) subject to the Standard Contractual Clauses approved by the European Commission or other appropriate transfer mechanism that provides an adequate level of protection in compliance with the applicable requirements of the PDPA.

CLAUSE 8.   INVESTIGATION REQUESTS

8.1 If the Processor receives a request or order from a Dutch or foreign supervisory authority, government agency or investigation, prosecution or national security agency to provide (access to) Personal Data, the Processor shall immediately notify the Controller. When handling the request or order, the Processor shall observe all of the Controller's instructions (including the instruction to leave the handling of the request or order in full or in part to the Controller) and provide all reasonably required cooperation.

8.2 If the request or order prohibits the Processor from complying with its obligations on the basis of the above, the Processor shall:

   a. Procure a legal review as to what extent (i) the Processor is required by law to comply with the request or order; and (ii) the Processor is de facto prohibited from complying with its obligations to the Controller on the basis of the above;
   b. Only cooperate with the request or order if it is required by law to do so and where possible object (by legal action) to the request or order or injunction enjoining it from informing the Controller in this respect or from following its instructions;
   c. Not provide any more or any other Personal Data than is strictly necessary to comply with the request or order;
   d. If data is transmitted to a non-EEA country: examine the possibilities to comply with Articles 76 and 77 of the PDPA;
   e. Inform the Controller immediately once this is permitted.

8.3 In this clause, "by law" refers not only to Dutch law but to foreign laws and regulations as well. At variance with the provisions in this Processor Agreement, the Processor shall be deemed a controller if it decides, without any substantive intervention by the Controller, to allow inspection or provision of Personal Data by or to a supervisory authority or government agency.

CLAUSE 9.   INFORMING DATA SUBJECTS

9.1 The Processor shall reasonably cooperate, so that the Controller can comply with its legal obligations in the event that a Data Subject contacts the Controller to exercise the Data Subject's rights under the PDPA concerning the processing of Personal Data, and the Controller agrees to pay the Processor any subject access or other associated fees as permitted under the PDPA.

9.2 If a Data Subject contacts the Processor directly to exercise such rights, the Processor shall not initially respond (substantively) - unless expressly instructed otherwise by the Controller - but shall immediately report this to the Controller.

9.3 If, in the context of the Agreement, the Processor offers the Services directly to Users whose Personal Data are processed, the Processor is required to inform the Users about the following in notices easily accessible through the Services:

a. the name and address of the Processor;
b. the purposes for which the Processor processes the Personal Data;
c. the Personal Data categories processed by the Processor;
d. the categories of third parties to whom the Personal Data are made accessible;
e. that the Personal Data may be transferred to another country;
f. the right to access, correct and delete the Personal Data.

CLAUSE 10. INDEMNIFICATION

The Processor indemnifies the Controller from and against all claims by third parties, including Data Subjects, asserted against the Controller due to a breach of the PDPA or other applicable laws concerning the processing of personal data that is attributable to the Processor or Subprocessors engaged by the Processor.

CLAUSE 11. MEASURES BY SUPERVISORY AUTHORITY

If the supervisory authority, in the context of its duties as enforcer, imposes a measure or fine on the Controller and if the cause of the measure or fine being imposed is attributable to the Processor's failure to comply with the arrangements made in the Processor Agreement, the Controller can recover all costs for this measure or fine from the Processor. Furthermore, the Controller has the right to terminate the Agreement with immediate effect in the above situation without the Controller being entitled to any form of damages.

CLAUSE 12. CHANGE

12.1 If a change in the Personal Data to be processed or a risk analysis of the processing of Personal Data gives reason to do so, upon the Controller's first request the parties shall consult on amending the arrangements made in this Processor Agreement.

12.2 The arrangements to be newly made must be recorded in writing and form part of this Processor Agreement prior to their application.

12.3 The changes can never have the effect that the Controller cannot comply with the PDPA and other relevant laws and regulations relating to Personal data.

CLAUSE 13.   TERM AND TERMINATION

13.1 The term of the Processor Agreement is equal to the term of the Agreement. The Processor Agreement cannot be terminated separately from the Agreement.

13.2 In the event of termination of the Agreement for any reason, or upon the Controller's reasonable request during the term of the Agreement, the Processor shall - at a fee not exceeding the costs reasonably and demonstrably incurred by the Processor - delete all or part of the Personal Data as determined by the Controller except where and for so long as such Personal Data must be retained for legal, technical or business reasons.

CLAUSE 14.   GOVERNING LAW AND DISPUTES

14.1 The Processor Agreement and its performance are governed by the laws of the Netherlands.

14.2 Any dispute which might arise between the Parties in connection with the Processor Agreement shall be submitted to the competent court in the place in which the Controller has its registered office.
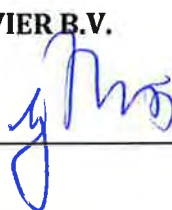
SURFmarket B.V.

Name:
Title:
Date: 18 - 3 2016

ELSEVIER B.V.

Name:
Title:
Date:

Bill To	Ship To
SURFmarket B.V. Finance Department PO Box 19035 Utrecht, 3501 DA Netherlands **VAT #: NL 800003871B02**	**SURFmarket B.V.** John Janssen PO Box 19035 Utrecht, 3501 DA Netherlands