

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 7 March 2022 by and between **Norwegian Agency for Shared Services in Education and Research (Sikt)**, Abels gate 5A, Trondheim, 7030, Norway (the “Consortium”), for and on behalf of itself and its members identified on Schedule 2 pursuant to an authorizing agreement (the “Institutions”) (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

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

1.2 *Authorized Users/ Sites.*

Authorized Users are the full-time and part-time students, faculty, emeritus faculty over the age of 60, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by 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 for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may :

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and incorporate both links and downloaded articles, abstracts and book chapters in electronic coursepacks, reserves and course management systems and instructor websites (provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier) and printed articles, abstracts and book chapters in printed coursepacks, provided that the downloaded and printed content will 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);
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;

- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such 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.”;
- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User; and
- use Braille displays, voice synthesizers and other devices to enable the use of the Subscribed Products.

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect 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, by hand, mail, fax or scanned e-version using the ‘Article ILL by link’ secure document transmission software of ExLibris Alma to the requesting library; and
- extract and index Data from the Published Journal Articles/Published Book Chapters from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber’s Institutional Repository by implementing the ScienceDirect APIs as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html. ”

Abstracts may only be displayed on the abstract records on the Subscriber data’s websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API’s may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber’s Institutional Repository, the Subscriber will:

- (i) integrate the Institutional Repository software with Elsevier’s APIs in accordance with the API Documentation;
- (ii) display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article/Published Book Chapter next to each instance where Data are displayed;
- (iii) ensure links to the relevant Published Journal Article/Published Book Chapter landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will ensure that the link to the Published Journal Article/Published Book Chapter is displayed more prominently than the links to the other versions of the article/book chapter;

(iv) undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC BY-NC-ND license and link back to the Published Journal Article/Published Book Chapter on ScienceDirect;

(v) ensure the indexes only include Data and no other parts of the Published Journal Articles/Published Book Chapters; and

(vi) remove illicit versions of Published Journal Articles on the terms which are set out here: <https://www.elsevier.com/about/company-information/policies/hosting> upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display of the search results for the Published Journal Articles/Published Book Chapters that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber will be responsible for complying with the relevant data protection and privacy laws.

As used in this section regarding the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository:

"Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.

"Accepted Manuscript" means an author's version of the manuscript of a journal article or book chapter that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article/Published Book Chapter.

"CC BY-NC-ND" (Creative Commons Attribution – Non Commercial – No Derivatives) means Creative Commons license for non-commercial purposes. CC BY-NC-ND allows others to distribute and copy the Accepted Manuscript for non-commercial purposes, as long as they credit the author(s) (with a link to the formal publication through the relevant DOI), provide a link to the license, and do not represent that the licensor endorses the use made of the article/book chapter. If the user alters or revises the Published Journal Article/Published Book Chapter in any way, it cannot distribute the modified version of the article/book chapter to others.

"Data" will be limited to the following: index terms, bibliographic information, headers, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets and abstracts of the full text articles/book chapters.

"Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s).

"Published Book Chapter" means the definitive final record of published research that appears, or will appear, in the book and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

“Snippets” mean a short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual Published Journal Articles/Published Book Chapters.

The Subscriber may:

- access the text and data mining service online via an API at <http://dev.elsevier.com> to continuously and automatically extract semantic entities from such full-text articles retrieved through the text and data mining service for the purpose of including but not limited to identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms and mount, load and integrate the results with other data (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 (“Snippets”) or bibliographic metadata. 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.”.

The text and data mining service online may be accessed by, processed, or hosted by, vendors or other third parties retained by the Subscriber solely for the index and/or process information purposes of the Subscriber. Any such vendor or third party will agree in writing to comply with the terms and conditions of this Agreement and the Subscriber will provide Elsevier with a copy of such written statement. The Subscriber will not appoint vendors or other third parties which are located outside the European Union, Canada or the United States of America.

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, store locally, redistribute or disseminate online the Subscribed Products; or
- 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.

Nothing in this Agreement shall be taken to restrict, limit or curtail any acts done or authorised by the

Subscriber or Authorised Users in relation to the Subscribed Products or any part thereof which are or will be permitted under a mandatory Norwegian law during the Term. In the event of any conflict between the provisions of this Agreement and the provisions of a mandatory Norwegian law, the provisions of Norwegian law shall prevail.

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.

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.

1.6 *Open Access.*

The parties have agreed to the open access terms as attached hereto as Schedule 3.

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, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

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 five (5) consecutive days, then Elsevier will 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.

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 withdrawal represents more than ten (10%) percent of the number of titles comprising the Subscribed Products, Elsevier will 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 available as described at https://www.elsevier.com/sd_usage_reports. Such reports may be accessed by vendors or other third parties retained by the Subscriber and for the purpose of usage analysis of and internal use by the Subscriber only. Any other use would require the express written permission of Elsevier. Elsevier will make commercially reasonable efforts to comply with the currently valid COUNTER Code of Practice..

2.5 *Voluntary Product Accessibility Template ("VPAT").*

Elsevier shall provide to the Subscriber a current, accurate completed VPAT to demonstrate compliance

with accessibility standards (<https://www.itic.org/policy/accessibility>) upon request. If the Subscribed Products do not comply, the Subscriber may adapt the Subscribed Products in order to allow Authorized Users with disabilities to access the Subscribed Products to the extent necessary to comply with applicable law.

2.6 *Journal Transfer.*

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice Version 4.0, published by the National Information Standards Organization (NISO).

2.7 *KBART Compliance.*

Elsevier will use its best endeavours to adhere to the specifications of the current KBART standards (<http://www.uksg.org/kbart/s5/guidelines>).

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. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take reasonable measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by Consortium and relevant Institution(s) (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions

herein;

- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; 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 Institution(s) suspend the access from where the unauthorized use occurred upon notice to Consortium and relevant Institution(s). The Consortium and relevant Institution(s) will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Consortium and relevant Institution(s)' own negligence or willful misconduct and that the Consortium and relevant Institution(s) did not permit such unauthorized use to continue after having actual notice thereof. The Consortium and relevant Institution(s) will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Consortium and relevant Institution(s) engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which may be reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Consortium's access for non-payment or on any other grounds provided herein is without prejudice to the Consortium's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Consortium acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. 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 local value added tax (VAT), based on the Consortium's place of establishment, 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. DURATION.

5.1 Term.

The term of this Agreement will commence on 01 January 2022 and shall automatically terminate on 31 December 2024 ("Initial Term"), unless renewed in accordance with Section 5.2 below.

5.2 Renewal.

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional term (a "Renewal Term"). The Initial Term and each Renewal Term are collectively the "Term".

5.3 Removal of Institution Due to Insufficient Budgetary Allotment.

An Institution may be removed from Schedule 2 upon thirty (30) days' notice given by the Consortium to Elsevier if sufficient funds are not provided or allotted in future approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time its payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue to participate in this Agreement. In the event that an Institution no longer participates in this Agreement, its journal titles will no longer be accessed by the Subscriber.

Subscribers may be added to or removed from Schedule 1 provided that written notice is given by the consortium or Subscriber to Elsevier by November 30th prior to the start of the next calendar year of the Term hereof and subject to recalculation of the Fees for any added or removed Subscriber as described further in Schedule 2.

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, business interruption or loss of profits, arising out of or in connection with this Agreement, nor 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.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) 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) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

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

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, 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, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

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.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

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 Consortium and/or the Subscriber: Norwegian Agency for Shared Services in Education and Research (Sikt), Fridtjof Nansens vei 19 0369 Oslo, Norway.

7.9 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *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.

7.11 *Governing Law and Venue.*

This Agreement will be governed by and construed in accordance with the laws of Norway, and the parties irrevocably consent to the exclusive jurisdiction of the courts of Norway with respect to any dispute or matter arising out of or pertaining to this Agreement (except where local law requires).

7.12 *Contracting Authority.*

Each Institution has authorized the Consortium to enter into this Agreement on its behalf and to enforce this Agreement on behalf of the Institutions. The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of this Agreement, including but not limited to the restrictions on access to and use of the services as set forth in this Agreement. The Consortium will guarantee the Fees and place an official order with Elsevier to make such payment on behalf of the Institutions. The Lead Institution will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.