ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 07 July 2009 by and between University of Idaho, 875 Perimeter Dr, Moscow, ID 83844, USA (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, staff, researchers, 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 and download a reasonable portion of the Subscribed Products;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier;
- access, search, browse, view, print and download certain journal articles and book chapters on 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"; and
- incorporate links to the Subscribed Products in electronic coursepacks, reserves and course management systems.

The Authorized Users may:

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

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (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.
1.4 Restrictions on Use of Subscribed Products.
Except as may be expressly permitted in this Agreement, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products without the prior written permission of Elsevier, 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; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

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

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

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

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

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

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

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authorized Access.
Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber on Schedule 2 and/or usernames and passwords and/or delegated authentication mechanism, identified on Schedule 2, requiring at least two different credentials.
3.2 Protection from Unauthorized Access and Use.
The Subscriber shall use reasonable efforts to:

- ensure that access to and use of the Subscribed Products is limited to Authorized Users and that all Authorized Users are notified of and comply with the usage restrictions set forth in this Agreement;
- ensure that any passwords or credentials used to access the Subscribed Products are issued only to Authorized Users and that neither the Subscriber nor its Authorized Users divulge any passwords or credentials to any third party; and
- immediately upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

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

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber shall pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within thirty (30) days of date of invoice. The Fees shall be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber shall be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 Term.
The term of this Agreement shall commence on 1 January 2010 and continue until 31 December 2014.

5.2 Renewal.
This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party gives notice to the other by 1 August prior to the end of the then current term that it does not intend to renew.

5.3 Early Termination Due To Insufficient Budgetary Allotment from Government.
The Subscriber may terminate this Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue 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 shall indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys’ fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and cooperate with Elsevier. This indemnity obligation shall survive the termination of this Agreement.

6.3 Disclaimer.
EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ELSEVIER AND ITS SUPPLIERS PROVIDE THE SUBSCRIBED PRODUCTS “AS IS” AND MAKE NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE SUBSCRIBED PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

SECTION 7. GENERAL.

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

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

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

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

7.5 Assignment.
The Subscriber shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.
7.6 **Privacy.**
Elsevier shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

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

If to the Subscriber: University of Idaho, 850 Rayburn St. Moscow, Idaho 83844, USA.

7.8 **Execution.**
This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

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

**UNIVERSITY OF IDAHO**
(Subscriber)

[Signature]
Name: Lynn Baird
Title: Dean of Library Services

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

[Signature]
Name: Ron Jakobs
Title: Managing Director, Academic & Government

No. 1-977448182

AUG 25 2009
# ELSEVIER SUBSCRIPTION AGREEMENT

## Schedule 1

Subscribed Products/Access/Fees

**UNIVERSITY OF IDAHO**

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## Adjustment of Fees

After the initial year of the term, the Fees for the Subscriber's Science Direct Journal Collection(s) shall be subject to an adjustment to account for any titles added to or removed from the Journal Collection(s) during the remainder of the term of this Agreement.

## Journal Collection(s)

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

## Transaction Fee

The Subscriber shall be charged a fee of Science Direct $22.00 Article per Transaction (as defined in Section 1.3) from Elsevier journals and books. The Subscriber may purchase pre-paid Transactions upon mutual agreement of the parties in writing. Unused pre-paid Transactions shall be forfeited upon termination of the Subscriber's subscription to Science Direct online.

## Elsevier Reference Works Additional Terms and Conditions

Upon termination of the subscription for the above reference work(s), the Subscriber may, at its option, acquire a copy of such reference work(s) (1) in print, if available, at an eighty (80%) percent discount off the then current list price and/or (2) in electronic PDF or SGML format on CD-ROM or tape for cost, provided that the Subscriber paid in full the Fees for such reference work(s) for a minimum of three (3) years prior to termination. The copy may not contain links and other features and functionality associated with the online version. The Subscriber may load and technically format the electronic copy on a server that enables access and use by Authorized Users in accordance with the usage provisions of the Agreement, which provisions shall survive the termination of the Agreement.
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified on Annex A.

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 Freedom Collection Journal Title List at http://www.info.sciencedirect.com/content/journals/titles/#freedom, as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Option to Substitute Subscribed Titles
The Subscriber may substitute any of the subscribed journal titles identified on Annex A ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing.

Option to Substitute or Refund Withdrawn Subscribed Titles
The Subscriber may substitute any withdrawn Subscribed Title with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier shall refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Title for the remainder of the term.

Access to Formerly Subscribed Titles
Upon termination of all of the Subscriber's annual subscriptions on Science Direct online, the Subscriber may, at its option, (1) acquire, 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 paid for cost and/or (2) 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 $0.081 per download (adjusted annually for inflation and cost increases), and/or (3) access such Subscribed Titles online through the Portico® electronic archiving service provided by Portico (in which case the Subscriber shall execute a separate Portico Journal Archive License Agreement whose terms and conditions shall also govern the Subscriber's use of such Subscribed Titles and take precedence in the event of any conflict or inconsistency with the Agreement), in accordance with the usage provisions of this Agreement, which provisions shall survive the termination of the Agreement. Elsevier shall 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 one time per year during regular business hours upon thirty (30) days written notice to Elsevier. 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 Science Direct 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.
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.
## ELSEVIER SUBSCRIPTION AGREEMENT
Annex A to Schedule 1.1
Subscribed Titles

### UNIVERSITY OF IDAHO

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