

API SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ELSEVIER.

1. ACKNOWLEDGEMENT AND ACCEPTANCE

1.1 The application programmable interfaces service (the "API Service") owned and operated by Elsevier B.V. ("Elsevier") is provided to you ("You") under the terms and conditions of this API Service Agreement ("Agreement"). You confirm that You have the right and authority to enter into this Agreement. You accept and agree to the terms and conditions of this Agreement and the terms and conditions of the agreement between Elsevier and Your institution, company or organization or if not applicable, as agreed between Elsevier and You for Your specific use case.

1.2 Elsevier reserves the right, at its sole discretion, to change the terms of this Agreement at any time with reasonable advance notice given to You. When these changes are made, Elsevier will make a new copy of the Agreement available on the API Service's web site. Elsevier will also post a notification on the API Service's web site describing the modifications made.

1.3 Elsevier grants You a limited license to use the API Service, data and other materials provided by Elsevier in accordance with the terms and conditions of the agreement between Elsevier and Your institution, company or organization and Schedule 1, which includes Elsevier's security requirements. You will need to ensure that Your institution, company or organization complies with this Schedule 1.

2. YOUR RIGHTS AND RESPONSIBILITIES.

2.1 You represent and warrant that:

- (a) You will not use Elsevier content other than as permitted by the terms and conditions of the agreement between Elsevier and Your institution, company or organization;
- (b) You will use the API access credentials issued by Elsevier upon execution of this Agreement, and no other API access credentials issued to You and/or to other users;
- (c) You will avoid excessive and unnecessary use of the API Service that may cause a performance degradation of the API Service.

2.2 You acknowledge that all right, title and interest in and to the API Service, the API access credentials, any related Elsevier content, and any derivative works based upon the Elsevier content, remain with Elsevier and its suppliers, except as expressly set forth in this Agreement or the agreement between Elsevier and Your institution, company or organization.

2.3 You will be solely responsible and hold Elsevier harmless for all costs, expenses, losses and liabilities incurred, and activities undertaken by You in connection with the API Service.

3. DISCLAIMER.

The API Service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Except as expressly stated in this Agreement or the agreement between Elsevier and Your institution, company or organization, Elsevier disclaims all liability to You in connection with this Agreement.

4. TERM AND TERMINATION.

The term of this Agreement shall commence on the date on which You have accepted this Agreement and shall continue until the API access credentials are deactivated by Elsevier or the terms and conditions of the agreement between Elsevier and Your institution, company or organization have terminated whichever is earlier.

Subject to the terms and conditions of this Agreement and the terms and conditions of the agreement between Elsevier and Your institution, company or organization, You will promptly and permanently delete all copies (including back-up copies) of Elsevier content received via the API Service. If requested by Elsevier, You shall confirm to Elsevier in writing that You have complied with this obligation.

5. GOVERNING LAW AND VENUE.

This Agreement will be governed by and construed in accordance with the laws of The Netherlands, 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 (except where local law requires otherwise).

SCHEDULE 1

INFORMATION SECURITY REQUIREMENTS AND AUDIT RIGHTS

1. Information Security Program.

A. You or Your institution, company or organization shall implement and document appropriate policies and procedures (1) covering its administrative, physical and technical safeguards and (2) relevant to access, use, loss, alteration, disclosure, storage, destruction and control of information that are measured against objective standards and controls ("Your Information Security Program"). You shall, without undue delay, remediate any deficiencies identified in Your Information Security Program.

B. Your Information Security Program shall, at a minimum (1) address risks presented by processing, including risks associated from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Elsevier data transmitted, stored or otherwise processed (2) account for known and reasonably anticipated threats and continually monitor for new threats; (3) meet or exceed industry best practices for which, among other items, address the nature, scope, context and purposes of processing and the risks associated with the severity for the confidentiality and integrity of Elsevier data, and (4) include all appropriate technical and organizational measures ensuring a level of security appropriate to the risk, including as appropriate, (a) ensuring the confidentiality, integrity, availability and resilience of the systems associated with the storage and processing of Elsevier data and (b) such technical and organizational measures are regularly tested, assessed, and evaluated for effectiveness to guarantee the security of the data and processing activities as they relate to Elsevier data.

C. You shall review all Your users and ensure their access to Elsevier data does not create: (1) an unacceptable risk of misuse or (2) inappropriate access to such information ("Personnel Reviews"). You shall ensure the substance and manner of any Personnel Reviews. Personnel Reviews shall conform to all applicable laws. If You at any time become aware that a user to whom You have granted access to the services creates a risk, You will determine the user's suitability to continue to access the services, or information derived therefrom, under this Agreement and, if appropriate, will terminate such access.

2. Your Data Breach.

You have in place documented, tested and updated incident handling procedures which shall comply with all applicable laws.

In addition to, and not in lieu of, the obligations in this Agreement between the parties, if You learn or have reason to believe that user IDs, the services, or any information to which You otherwise have access under the Agreement, has led to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Elsevier data transmitted, stored or otherwise processed ("Your Data Breach"), You will:

- (a) notify Elsevier immediately and within seventy-two (72) hours if practicable, but in all cases without undue delay, of confirmation of Your Data Breach. Notice shall be provided via email to security@elsevier.com;
- (b) provide to Elsevier a reasonable summary of the circumstances surrounding Your Data Breach;
- (c) co-operate reasonably with Elsevier's requests for information regarding Your Data Breach;
- (d) without undue delay investigate the situation;
- (e) obtain written consent from Elsevier, not to be unreasonably withheld, prior to disclosing Elsevier or the services to any third party in connection with Your Data Breach;
- (f) provide all proposed third party notification materials, if such materials will identify Elsevier products or its services, to Elsevier for review and approval, such approval not to be unreasonably withheld or delayed.

In the event of Your Data Breach, Elsevier may, in its sole discretion, take immediate action, including suspension or termination of Your account, without further obligation or liability of any kind.

3. Elsevier Audit Rights.

You agree that Elsevier may periodically, but not more than once per calendar year unless a documented Your security vulnerability arises, review, with reasonable notice, Your Information Security Program including its facilities, policies and procedures, and all relevant documentation, including logs, practices and operations. All reviews will be at Elsevier's expense. If there is any failure to co-operate with Elsevier, or if any review reveals the lack of a compliance with the terms and conditions of this Agreement, Elsevier may deny or limit access to the services and will be under no obligation to reduce the fees payable by You to the extent that it is unable to provide the services, and may, at its discretion pursue legal action.