



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 16 September 2016 by and between Texas A&M University - Corpus Christi, Corpus Christi, TX 78412, 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 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 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
- provide print or electronic copies of individual items from the Knovel Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use.

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; or
- incorporate all or any part of the Knovel Subscribed Products in course packs or electronic reserve collections without the prior written permission of the content owner.

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.

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 available as described at https://www.elsevier.com/sd_usage_reports.

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. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

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 (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) 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 Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber 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 Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Compliance with Sanction Laws.*

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 sanctions or embargoes laws.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and, if applicable, the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on 01 October 2016 and continue until 30 September 2019 ("Initial Term").

5.2 *Renewal.*

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term(s) (a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase. The Initial Term and each Renewal Term are collectively the "Term". The total duration of this Agreement, including the exercise of any options under this clause, will not exceed 5 (five) years.

5.3 *Early Termination Due To Insufficient Budgetary Allotment From Government.*

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated 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. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

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, 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.

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.

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.

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information 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.

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. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Floor 8, New York, NY 10169-0005, USA.

If to the Subscriber: Director of Contracts and Property, Texas A&M University-Corpus Christi, 6300 Ocean Drive Unit 5731, Corpus Christi, TX 78412-5731

7.8 Confidentiality.

To the extent authorized by the Constitution and the laws of the State of Texas, and subject to the Texas Public Information Act, Chapter 552, Texas Government Code, the Subscriber and its employees, officers, directors and agents shall maintain as confidential and not disclose to any non-affiliated third party, without Elsevier's prior written consent, or as required by law, the financial terms and commercial conditions of this Agreement. The Subscriber strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 Governing Law.

This Agreement is construed under and in accordance with the laws of the State of Texas.

7.10 Alternate Dispute Resolution.

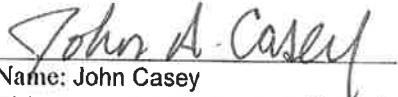
To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Subscriber and Elsevier to attempt to resolve any claim for breach of contract made by Elsevier that cannot be resolved in the ordinary course of business. Elsevier shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of the Subscriber who shall examine Elsevier's claim and any counterclaim and negotiate with Elsevier in an effort to resolve the claim.

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.

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

TEXAS A&M UNIVERSITY - CORPUS CHRISTI
(Subscriber)

TH 

Name: John Casey

Title: Director of Contracts & Property

ELSEVIER B.V.
(Elsevier)



Name: Gino Ussi

Title: Executive Vice President Research Solution Sales

No. 1-12149270161, 1-12149391542, 1-12153971812

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

TEXAS A&M UNIVERSITY - CORPUS CHRISTI

No. 1-12149270161, 1-12149391542

Subscribed Products – publisher	Access	01/10/ 2016 - 30/09/2017 USD	01/10/2017 - 30/09/2018 USD	01/10/2018 - 30/09/2019 USD
NTIS Database – National Technical Information Service	engineeringvillage.com	\$5,652.15	\$5,934.76	\$6,231.50
GEOBASE – Elsevier B.V		\$13,154.40	\$13,812.12	\$14,502.73
Compendex® - Elsevier Inc.		\$28,699.65	\$30,134.63	\$31,641.36
GeoRef® – American Geological Institute		\$7,292.25	\$7,656.86	\$8,039.71
INSPEC® – The Institution of Engineering and Technology		\$9,200.00	\$9,660.00	\$10,143.00
TOTAL FEES		\$63,998.45	\$67,198.37	\$70,558.30

TEXAS A&M UNIVERSITY - CORPUS CHRISTI

No. 1-12153971812

Subscribed Products – publisher	Access	01/10/ 2016 - 30/09/2017 USD	01/10/2017 - 30/09/2018 USD	01/10/2018 - 30/09/2019 USD
Knovel® - Knovel Corporation	knovel.com			
Subject Areas				
-Adhesives Coatings Sealants & Inks		\$113.10	\$118.76	\$124.69
-Aerospace & Radar Technology		\$241.80	\$253.89	\$266.58
-Biochemistry Biology & Biotechnology		\$223.92	\$235.12	\$246.87
-Ceramics & Ceramic Engineering		\$108.87	\$114.31	\$120.03
-Chemistry & Chemical Engineering		\$892.64	\$937.27	\$984.14
-Civil Engineering & Construction Materials		\$300.95	\$316.00	\$331.80
-Composites		\$214.17	\$224.88	\$236.12
-Computer Hardware Engineering		\$253.82	\$266.51	\$279.84

-Earth Sciences		\$285.67	\$299.95	\$314.95
-Electrical & Power Engineering		\$189.80	\$199.29	\$209.25
-Electronics & Semiconductors		\$405.60	\$425.88	\$447.17
-Engineering Management & Leadership		\$324.35	\$340.57	\$357.60
-Environment & Environmental Engineering		\$118.95	\$124.90	\$131.14
-Fire Protection Engineering & Emergency Response		\$111.47	\$117.04	\$122.90
-Food Science		\$395.85	\$415.64	\$436.42
-General Engineering & Project Administration		\$383.82	\$403.01	\$423.16
-Industrial Engineering & Operations Management		\$503.75	\$528.94	\$555.38
-Manufacturing Engineering		\$361.07	\$379.12	\$398.08
-Marine Engineering & Naval Architecture		\$358.15	\$376.06	\$394.86
-Mechanics & Mechanical Engineering		\$421.20	\$442.26	\$464.37
-Metals & Metallurgy		\$363.02	\$381.17	\$400.23
-Mining Engineering & Extractive Metallurgy		\$369.52	\$388.00	\$407.40
-Nanotechnology		\$519.35	\$545.32	\$572.58
-Nondestructive Testing & Evaluation		\$145.92	\$153.22	\$160.88
-Oil & Gas Engineering		\$416.97	\$437.82	\$459.71
-Optics & Photonics		\$363.35	\$381.52	\$400.59
-Pharmaceuticals Cosmetics & Toiletries		\$113.75	\$119.44	\$125.41
-Plastics & Rubber		\$607.75	\$638.14	\$670.04
-Process Design Control & Automation		\$330.52	\$347.05	\$364.40
-Safety & Industrial Hygiene		\$327.27	\$343.63	\$360.82
-Software Engineering		\$265.85	\$279.14	\$293.10
-Sustainable Energy & Development		\$485.87	\$510.16	\$535.67
-Textiles		\$104.65	\$109.88	\$115.38

-Transportation Engineering		\$651.95	\$684.55	\$718.77
-Welding Engineering & Materials Joining		\$364.97	\$383.22	\$402.38
Premium Content				
-AIChE/CCPS - Chemical Process Safety		\$613.60	\$644.28	\$676.49
-ASME Boiler and Pressure Vessel Code - Section II Parts A B C and D		\$183.95	\$193.15	\$202.80
-DIPPR 801		\$1,014.65	\$1,065.38	\$1,118.65
-ASM International Materials Collection		\$1,586.65	\$1,665.98	\$1,749.28
-Chemical Resistance Database: Plastics and Elastomers		\$298.35	\$313.27	\$328.93
-Knovel Polymer Matrix Composites Database		\$281.45	\$295.52	\$310.30
Knovel Technical Support		\$8,409.82	\$8,830.31	\$9,271.83
TOTAL FEES		\$24,028.13	\$25,229.54	\$26,491.01

Knovel

Electronic access to the Knovel Subscribed Products as set forth at <http://www.knovel.com> in the corresponding Subject Areas and Premium Content identified above.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Texas A&M University - Corpus Christi

Sites:	#Relev. Auth. Users:	Authentication:
Corpus Christi, TX 78412, USA	100	64.71.(80-95).(0-255)

Estimated total number of relevant Authorized Users for Knovel: 100

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: Derrick Hiatt
Title:
Name/Address (if different from Section 7.7): Texas A&M University - Corpus Christi, Mary and Jeff Bell Library, 6300 Ocean Drive, Unit 5702, Corpus Christi, TX 78412-5702, USA
E-mail: derrick.hiatt@tamucc.edu
Phone: (361) 825-2355

Billing Contact

Name: Derrick Hiatt
Title:
Name/Address (if different from Section 7.7): Texas A&M University - Corpus Christi, Mary and Jeff Bell Library, 6300 Ocean Drive, Unit 5702, Corpus Christi, TX 78412-5702, USA
E-mail: derrick.hiatt@tamucc.edu
Phone: (361) 825-2355

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