

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 1 September 2019 by and between the Texas A&M University Health Science Center (hereinafter "TAMHSC"), a health-related institution under the administration of Texas A&M University, a Texas institution of higher education, on behalf of Texas A&M University College of Dentistry (hereinafter the "Subscriber") with principal office at 3302 Gaston Avenue, Dallas, Texas 75246-2098. (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; and
- 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.

The Subscriber may:

- (i) extract and index Affiliation Data (as defined below) from the Scopus® online service respecting published journal articles, abstracts, conference proceedings, technical reports, presentations/lectures, and other research and intellectual output as published for the Subscriber by its affiliated authors, to load in, make publicly accessible from at no charge, and store in perpetuity in, 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) ("Institutional Repository"), provided that the display of any Affiliation Data will at all times include (if available) the associated Digital Object Identifier ("DOI"), and (ii) incorporate links in Affiliation Data to the relevant landing page in Scopus from which such Affiliation Data was extracted. "Affiliation Data" will be limited to the following bibliographic metadata: author

name, author profile number, author country of residence, author affiliation, document title, document publication year, source title, volume, issue, pages, source and document type, publisher, ISSN, DOI, subject category (ASJC). CAS registration numbers, author contact information, author profiles, non-English language tags, chemical names and controlled vocabulary are excluded.

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.

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, 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.

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. 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.

2.5 *Accessibility of Electronic and Information Resources.*

Elsevier represent and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to the subscriber under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code), where possible, unless stated otherwise with Elsevier's VPAT form submitted to the Subscriber.

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:

- take appropriate 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 the Subscriber (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 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 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 Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice for the Fees for the first year of the term and, thereafter, no later than 30 October for the Fees due for the then current year of the Term. Late payments will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.. 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 Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber 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 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 September 2019 and continue through and including 31 August 2024 (“Initial Term”).

5.2 *Renewal.*

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a “Renewal Term”), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the “Term”.

5.3 *Early Termination Due To Insufficient Funds.*

Performance by the Subscriber under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, the Subscriber will issue written notice to Elsevier and the Subscriber may terminate this Agreement without penalty further payment obligation hereunder. Elsevier acknowledges that appropriation of funds is beyond the control of the Subscriber. 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, 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 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.*

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. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: Texas A&M University College of Dentistry, 3302 Gaston Av, Dallas, TX 75246, USA.

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. Elsevier further acknowledges that the

Subscriber in complying with the Public Information Act, Chapter 552, Texas Government Code may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Elsevier agrees that this Agreement can be terminated if Elsevier knowingly or intentionally fails to comply with a requirement of that subchapter.

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 Debts Or Delinquencies.

Pursuant to Section 2252.903, *Texas Government Code*, Elsevier agrees that any payments owing to Subscriber under this Agreement may be applied directly toward certain debts or delinquencies that Elsevier owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

7.11 State Auditor's Office.

Elsevier understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Elsevier agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Elsevier will include this provision in all agreements or contracts with permitted subcontractors.

7.12 Governing Law.

The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the Subscriber shall be in the county in which the primary office of the chief executive officer of the Subscriber is located. At the execution of this Agreement, such county is Brazos County, Texas.

7.13 Conflict Of Interest.

By executing and/or accepting this Agreement, Elsevier and each person signing on behalf of Elsevier certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the Subscriber or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

7.14 Dispute Resolution.

The dispute resolution process provided for 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 agreement 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 Subscriber Vice President for Finance and Administration, who shall examine Elsevier's claim and any counterclaim and negotiate with Elsevier in an effort to resolve the claim.

7.15 *Non-Waiver.*

Elsevier expressly acknowledges that Subscriber is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Subscriber of its right to claim such exemptions, privileges, and immunities as may be provided by law.

7.16 *Force Majeure.*

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

7.17 *Limitations.*

The Parties are aware that there are constitutional and statutory limitations on the authority of Subscriber (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Subscriber's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). and terms and conditions related to the Limitations will not be binding on Subscriber except to the extent authorized by the Constitution and laws of the State of Texas. Neither the execution of this Agreement by Subscriber nor any other conduct, action, or inaction of any representative of Subscriber relating to this Agreement constitutes or is intended to constitute a waiver of Subscriber's or the state's sovereign immunity to suit.

7.18 *Prohibition On Contracts With Companies Boycotting Israel.*

To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Elsevier certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Elsevier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.19 Certification Regarding Business With Certain Countries And Organizations.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Elsevier certifies Elsevier is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Elsevier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.20 Prohibition On Contracts Related To Persons Involved In Human Trafficking.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

7.21 Not Eligible For Rehire.

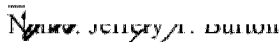
Elsevier is responsible to ensure that employees participating in work for any TAMUS member have not been designated by the TAMUS as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

7.22 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.

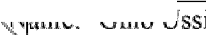
**TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF TEXAS A&M
UNIVERSITY COLLEGE OF DENTISTRY
(Subscriber)**


Title: Associate VP for Finance & Administration and CFO

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

16-Jul-2020 14:20:30 UTC

52.209.207.203


Title: Executive Vice President Research Solution Sales

No. 1-17698835519

ELSEVIER SUBSCRIPTION AGREEMENT**Schedule 1****Subscribed Products/Access/Fees****TEXAS A&M UNIVERSITY COLLEGE OF DENTISTRY**

No. 1-17698835519

Subscribed Products – publisher	Access	01/09/ 2019 - 31/08/2020	01/09/2020 - 31/08/2021	01/09/2021 - 31/08/2022	01/09/2022 - 31/08/2023	01/09/2023 - 31/08/2024
Scopus® – Elsevier B.V.	scopus.com	\$20,953.92	\$21,582.54	\$22,230.02	\$22,896.92	\$23,583.83
TOTAL FEES		\$20,953.92	\$21,582.54	\$22,230.02	\$22,896.92	\$23,583.83

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 2

Sites/Authentication/Contacts

Subscriber: TEXAS A&M UNIVERSITY COLLEGE OF DENTISTRY

Sites:	#Auth. Users:	Authentication:
3302 Gaston Av, Dallas, TX 75246, USA	2,500	198.205.17.200
Baylor Scott & White Health (NTX) Sites and addresses		198.205.24.200
		198.205.24.90
		209.21.120.0-
		209.21.127.255
Baylor University Medical Center at Dallas 3500 Gaston Ave. Dallas, TX 75246		83.137.211.215
		83.137.211.214
Baylor All Saints Medical Center at Ft. Worth 1400 Eighth Ave. Fort Worth, TX 76104		
Baylor Jack and Jane Hamilton Heart and Vascular Hospital- Dallas 621 N Hall St Dallas, TX 75226		
Baylor Medical Center at McKinney 5252 W. University Drive Highway 380 at Lake Forest Drive McKinney, TX 75071		
Baylor Medical Center at Waxahachie 1405 W. Jefferson Waxahachie, TX 75165		
Baylor Regional Medical Center at Grapevine 1650 W. College Grapevine, TX 76051		
Baylor Regional Medical Center at Plano 4700 Alliance Blvd. Plano, TX 75093		
Paul and Judy Andrews Women's Hospital at Baylor All Saints- Ft Worth 1400 Eighth Ave. Fort Worth, TX 76104		
The Heart Hospital at Baylor Plano 1100 Allied Drive Plano, TX 75093		
Baylor Medical Center Irving 1901 N. MacArthur Blvd. Irving, TX 75061		

Baylor Medical Center Carrollton 4343 N. Josey Ln. Carrollton, TX 75010 The Heart Hospital Baylor Denton 2801 South Mayhill Road Denton, TX 76208		
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Estimated total number of Authorized Users for: 2,500

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:	Rosanna Ratliff
Title:	Director
Name/Address (if different from Section 7.7):	Baylor College of Dentistry, Texas A&M College of Dentistry, Baylor Health Sciences Library, 3302 Gaston Ave, Dallas, TX 75246, USA
E-mail:	rratliff@tamu.edu
Phone:	214-828-8161

Billing Contact

Name:	Janice Hodges
Title:	Lead Office Associate
Name/Address (if different from Section 7.7):	Baylor College of Dentistry, Texas A&M College of Dentistry, Baylor Health Sciences Library, 3302 Gaston Ave, Dallas, TX 75246, USA
E-mail:	jhodges@tamu.edu
Phone:	214-828-8247

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