

**ATTACHMENT B to BOA No. AGR-2021-21102**

**PURE MASTER SOFTWARE AND SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into by Elsevier B.V. ("Elsevier") and each DOE Site (as defined below). This Agreement as between Elsevier and each individual DOE Site constitutes a separate, independent agreement of the parties thereto. This Agreement is incorporated by reference and attached to the DOE Integrated Contractor Purchasing Team Basic Ordering Agreement No. AGR-2021-21102.

The parties hereto agree as follows:

**SECTION 1. DEFINITIONS**

"Authorized Users" is defined at section 2.2 below.

"Delivery Order" means an order issued by Subscriber, which references this Agreement and outlines the fees for Subscriber's subscription, to obtain access and use of the Subscribed Products.

"DOE" means Alliance for Sustainable Energy, LLC, on behalf of the US Department of Energy.

"DOE Site" means the independent operator(s) of the DOE facilities identified on Schedule 2.

"Subscribed Products" is defined in section 2.1 below.

"Subscriber" means a DOE Site that has issued a Delivery Order that had been executed by Elsevier and the DOE Site.

**SECTION 2. SUBSCRIPTION.**

*2.1 Subscribed Products and Professional Services.*

Elsevier grants to the Subscriber the non-exclusive, non-transferable right to access and use the software, including any changes made thereto by Elsevier, as identified in Schedule 1 ("Subscribed Software") and provide the Subscribed Software to its Authorized Users (as defined herein), and agrees to provide the Subscriber with certain non-exclusive services identified in Schedule 1 ("Software Services") or in a mutually executed Professional Services Agreement (as defined herein) ("Professional Services"), subject to the terms and conditions of this Agreement. The Subscribed Software and the Software Services will be hereinafter referred to collectively as the "Subscribed Products."

*2.2 Authorized Users/Sites.*

Authorized Users are the individuals employed or otherwise engaged by Subscriber to perform research and development in furtherance of Subscriber's business, including employees; contractors, subcontractors, and employees thereof; consultants; students; and visiting professionals affiliated with the Subscriber's locations listed on Schedule 2 (the "Locations").

### 2.3 *Authorized Uses.*

The Subscriber may:

- allow Authorized Users to upload and integrate content, data or materials with the Subscribed Software, and;
- make a reasonable number of copies of documentation contained in or accompanying the Subscribed Products (“Documentation”), as provided by Elsevier, and use the Documentation solely to support use of the Subscribed Products;
- allow the Authorized Users to use the Subscribed Products at the Sites for the Subscriber’s internal business and research purposes.

To the extent Pure Scopus Data Extraction is included in the Delivery Order, the Subscriber may also;

- load structured datasets delivered by Elsevier through Scopus Data Extraction, consisting of bibliographic metadata used by Elsevier (as defined herein) (“Subsets”), onto a server that enables access to and use of such Subsets by Authorized Users for purposes of internal analysis, supplementing internal datasets, back-up and disaster recovery purposes, and usage within analytical software; and
- publicly display such Subsets, on its external websites or in its implementation of research networks (e.g.VIVO) except for the abstracts, citations, keywords and index terms contained therein that are not sourced from open access content, and provided that the Subscriber has purchased such Subsets and has obtained prior written approval at least thirty (30) days in advance of its intention to publicly display such Subsets and, when applicable, inserts a hyperlink linking back to the source content on Scopus.com.

### 2.4 *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:

- deliver or otherwise make the Subscribed Products directly or indirectly available to anyone other than Authorized Users;
- copy, adapt, modify, enhance, otherwise change, merge copies of the Subscribed Products with other software, or create derivative works of the Subscribed Products;
- use any back-up or disaster recovery copies of the Subscribed Products (or allow another party to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective or unavailable for use for any reason;
- disassemble, decompile, “unlock,” reverse engineer or in any manner decode the Subscribed Products for any reason, except as expressly permitted by law without the possibility of contractual waiver, and then only to the extent required to achieve the interoperability of the Subscribed Products with other software; or
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products.

Authorized Users who are individuals who are, or are employed by, independent contractors may use the Subscribed Products only for the purposes of the contracted work for the Subscriber.

The Subscriber will comply with all terms and conditions of any third party websites, databases, platforms and other applications and systems when using the Subscribed Products and only use the Subscribed Products in accordance with such terms and conditions.

#### 2.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products, its Documentation, components and all Feature Releases (as defined herein), Maintenance Releases (as defined herein), and Emergency Releases (as defined herein), collectively “Releases”, and any additional modules as identified in Schedule 1, moral rights and all modifications or alterations thereto, no matter by whom or when made and without regard to any formal patent, copyright or similar rights, or the absence thereof, remain with Elsevier and its suppliers, and that the unauthorized reproduction and redistribution of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers. The parties acknowledge that right, title and interest in and to any software or other works of authorship created during the performance of Professional Services or provided by a party pursuant to a Professional Services Agreement will be as indicated in the applicable Professional Services Agreement. “Feature Release” means a full featured release containing all the latest features and fixes to the Subscribed Products, and includes all Maintenance Releases released since the last Feature Release. The Feature Release also includes all Emergency Releases issued since the last Feature Release. “Maintenance Release” means the latest fixes and feature enhancements to the Subscribed Products. “Emergency Releases” are Subscriber specific and are only issued following agreement with Elsevier. “Emergency Releases” are primarily released to solve issues that hinder use of the Subscribed Products. Releases defined herein will not include separately offered modules, features, or other distinct products that Elsevier may release from time to time.

### **SECTION 3. ELSEVIER PERFORMANCE OBLIGATIONS.**

#### 3.1 *Hosting.*

Elsevier will host the System (as defined herein) on its servers. The System will be made available online, for use by the Subscriber. The “System” will mean the Subscribed Software, any additional modules as identified in Schedule 1, and including all customizations, if any, as installed in the Elsevier Hosting Environment. The “Elsevier Hosting Environment” will mean the IT environment on Elsevier servers, onto which the System will be installed.

The System contains the environments specified in the Delivery Order. Only these environments will be hosted and maintained under this Agreement.

#### 3.2 *Software Services.*

Elsevier will provide the Software Services—consisting of support with the initial installation, training, and maintenance services, including technical support as set forth in Schedule 3, Service Level Agreement, and the annexes thereto, in conjunction with the Subscribed Software.

#### 3.3 *Professional Services.*

In addition to the Software Services, Elsevier will provide Professional Services —consisting of implementation management services, data migration services and/or other services—as may be set forth in one or more statements of work (each a “Professional Services Agreement” or “PSA”), specifying the scope, term and charges for such Professional Services and if any deliverables are to be provided through such Professional Services (each a “Deliverable”). A document is a Professional Services Agreement under this Agreement if it (i) expressly states that it is a Professional Services Agreement under this Agreement and (ii) is signed by authorized representatives of both parties; provided, however, the contents of any Professional Services Agreement will take precedence over any conflicting provision in this Agreement. Elsevier will perform all Professional Services as set forth in the relevant Professional Services Agreement.

#### 3.4 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Software Services content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

#### 3.5 *Data Security.*

Elsevier will use reasonable efforts to preserve the security, integrity and accessibility of all information received from the Subscriber during the Term of this Agreement or relevant PSA using administrative, technical and physical measures that conform to generally recognized industry standards and best practices based on the relevant data classification.

#### 3.6 *Portal.*

To the extent a Pure Portal is included in the Delivery order, Elsevier will host and make available the Pure Portal which will be publicly accessible via the World Wide Web for the duration of the Agreement.

### **SECTION 4. SUBSCRIBER PERFORMANCE OBLIGATIONS.**

#### 4.1 *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 credentials for authentication to any third party, and ensure that Authorized Users do not divulge any passwords or credentials to any third party;
- provide true, complete and accurate IP addresses, as needed by Elsevier for the performance of this Agreement (if any);
- implement systems for the prompt deactivation of any credentials for authentication when an individual ceases to be an Authorized User or where their access presents a security risk;
- promptly, on 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; and
- ensure that all Authorized Users comply with the Documentation, as updated from time to time.

If any unauthorized use of the Subscribed Products occurs or if Elsevier suspects that it may have occurred or be about to occur, Elsevier may immediately suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred or where it is suspected. The Subscriber will cooperate fully with Elsevier's reasonable requests surrounding the investigation and remediation of any unauthorized use. 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.

#### 4.2 *Subscriber Content and Data.*

Elsevier assumes no liability or indemnity obligation related to the use of data provided by the Subscriber to Elsevier for the purposes as set forth in the Agreement or PSA.

As between the parties, the Subscriber agrees that all data, in whatever format derived or compiled by the use of the Subscribed Products, are the sole responsibility of the Subscriber. The Subscriber also agrees

that it is entirely responsible for all content, data or materials it supplies to Elsevier or makes available via, or loads onto the Subscribed Products, and the Subscriber has the sole responsibility to independently determine whether the Subscriber has adequate legal rights, including providing any required notices and obtaining any required consents, to make use of such content, data or materials, and to ensure that such content, data or materials and any proposed use thereof complies with all applicable laws, including but not limited to, rules of copyright, trademark, secrecy, defamation, decency, privacy, security and export laws.

The Subscriber acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional and/or university related data, financial information, trade secrets, privileged material or software, or any sensitive personal data, including but not limited to government identification numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords, except as expressly included in an PSA.

## **SECTION 5. DOE SITE ORDERS AND PRICING**

Each DOE Site may issue a Delivery Order for the Subscribed Products during the term of this Agreement at the applicable price indicated in Schedule 1 or such lower price as agreed to by both parties, solely provided that each and every DOE Site identified in Schedule 1 issues a Delivery Order for the Subscribed Products at the applicable price indicated in Schedule 1, or such lower price as agreed to by both parties; notwithstanding anything to the contrary stated herein, in the Basic Ordering Agreement to which this Agreement is attached and incorporated by reference or elsewhere, the prices identified in Schedule 1 are only fixed to the extent that each and every DOE Site identified in Schedule 1 places an order for the Subscribed Products identified in Schedule 1 annually. A Delivery Order will be effective only when signed by both Elsevier and the DOE Site. Upon execution of a Delivery Order, the DOE Site becomes a Subscriber and will be bound by the terms of this Agreement. For clarity, each Subscriber will be independently and solely liable for any breach of this Agreement by said Subscriber.

## **SECTION 6. FEES AND PAYMENT TERMS.**

Upon execution of a Delivery Order, Elsevier shall, within thirty (30) days, issue an invoice to Subscriber for fees associated with the Delivery Order. After Subscriber has received the invoice, Subscriber shall pay the Elsevier the respective fees set forth in Schedule 1 ("Fees") within sixty (60) days of receipt of the invoice. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and Subscriber will be liable for any such taxes in addition to the Fees unless Subscriber is entitled to exemption from taxation and provides to Elsevier appropriate documentation of its tax-exempt status upon Elsevier's request.

## **SECTION 7. TERM.**

### *7.1 Term.*

The term of this Agreement will commence on 01 January 2023 and continue through and including 31 December 2023 (“Initial Term”).

A Professional Services Agreement will have a term which continues until the completion by Elsevier of the Professional Services set forth therein, unless otherwise stated in the Professional Services Agreement.

### *7.2 Option to Renew.*

Subscriber may renew this Agreement for successive one-year terms, by giving written notice to Elsevier at least thirty (30) days prior to the expiration of the then current term. The total duration of this Agreement including the exercise of any options under this clause, will not exceed three (3) years. The terms and conditions of this Agreement will continue to govern any outstanding Professional Services Agreement despite such termination.

### *7.3 Effect of Termination.*

Upon termination or expiration of this Agreement or any PSA(s), the Subscriber will use reasonable efforts to cause its Authorized Users to promptly discontinue all use of the affected Subscribed Products or Deliverable(s) under an PSA, including the affected Documentation; return to Elsevier any and all copies of the affected Subscribed Products, including the affected Documentation, any media and any proprietary materials of Elsevier that have been provided to the Subscriber or, destroy all such materials and document the same to Elsevier’s reasonable satisfaction; and Elsevier may terminate or disable access to the affected Subscribed Products or Deliverable(s) under an PSA by the Subscriber.

Termination of the Agreement on grounds of material breach or persistent non-material breaches results in termination of the right to use any and all Pure modules identified in Schedule 1.

Unless otherwise agreed to with Elsevier, the Subscriber will be responsible for extracting Subscriber data from the Subscribed Products before the effective end date of the Agreement.

To the extent Pure Portal is included in the Delivery Order, and upon termination or expiration of this Agreement, the Pure Portal will be closed down by Elsevier, and will no longer be made available. All Subscriber data stored by Elsevier for the purpose of showcasing in the Pure Portal will be deleted from Elsevier’s servers.

## **SECTION 8. ELSEVIER WARRANTIES AND INDEMNITIES.**

### *8.1 Warranties.*

Elsevier warrants to the Subscriber that Elsevier has the necessary rights to grant this subscription, and that use of the Subscribed Products by the Subscriber in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

### *8.2 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.

8.3 *Limitations of Indemnification.*

Elsevier will have no obligation under Section 8.2 to the extent that: (a) any alleged infringement relates to use of the Subscribed Products in combination with other data products, processes or materials not provided by Elsevier or any modification of the Subscribed Products not made or authorized by Elsevier; (b) the Subscriber continues allegedly infringing activity after being notified thereof or after being informed of available modifications that would have avoided the infringement; (c) the Subscriber's use of the Subscribed Products is not strictly in accordance with the terms of this Agreement; or (d) any alleged infringement is related to the Subscriber's failure to implement, without the prior written consent of Elsevier, any available improvements or corrections to the Subscribed Products provided by Elsevier that could have remedied such claim.

8.4 *Remedies for Third Party Injunction.*

If the Subscriber is enjoined from using the Subscribed Products due to an infringement of a third party's intellectual property right, or Elsevier believes an injunction may occur, Elsevier will have the option to either (a) modify the Subscribed Products to render it non-infringing while maintaining substantial equivalence, or (b) procure a license or subscription which permits the Subscriber at no additional cost to continue to use the Subscribed Products, or (c) terminate this agreement for the Subscribed Products and refund to the Subscriber a portion of the fees paid for the Subscribed Products, prorated to the end of the then-current annual term.

8.5 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS AND THEIR COMPONENTS 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. THE SUBSCRIBER IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE SUBSCRIBED PRODUCTS.

8.6 *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, loss of profits, results of use, inaccuracy of data, cost of procurement of substitute goods, services or technology, 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 two (2) times 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 9. GENERAL.**

9.1 *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.

9.2 *Severability.*

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

9.3 *Compliance.*

Each party will comply with all applicable laws, regulations, ordinances and judicial and administrative orders 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.

9.4 *Entire Agreement.*

This Agreement and DOE Integrated Contractor Purchasing Team Basic Ordering Agreement No. AGR-2021-21102 to which this Agreement is attached and incorporated by reference, 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.

9.5 *Modification.*

No modification, amendment or waiver of any provision of this Agreement or applicable PSA will be valid unless in writing and signed by the parties, except for changes reflecting authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

9.6 *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. Notwithstanding the foregoing, Subscriber may assign and transfer all of their rights and obligations under this Agreement to a successor management and operating contractor, on reasonable notice to Elsevier.

9.7 *Privacy/Processing.*

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 applicable Elsevier privacy policy. To the extent that Elsevier is processing personal data on behalf of the Subscriber in providing the Subscribed Products, the terms of the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> in conjunction with the security measures included at Schedule 4 of this Agreement will apply.

9.8 *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: The Subscriber's Primary Contact as identified on Schedule 2.

9.9 *Confidentiality.*

Each party and its employees, officers, directors and agents (the "Receiving Party") will maintain as confidential and not disclose to any non-affiliated third party, other than another Subscriber listed in the attached Schedule 1, and the DOE for audit and inspection purposes, without the other party's (the "Disclosing Party") prior written consent or except as required by law, including the Freedom of



Information Act (FOIA), 5 U.S.C. § 522, the financial terms and commercial conditions of this Agreement and the proprietary and confidential information of the Disclosing Party, including without limitation, components, drawings, data, plans, programs, research and development, scientific and technical information, financial and business operations, employee and vendor information, specifications, techniques, processes, algorithms, inventions or other information or material, owned, possessed, accessed or used by the Receiving Party; and all information, technology, data and other materials, regardless of form or media, provided by the Disclosing Party to the Receiving Party under this Agreement, including but not limited to, specifications, documentation, training materials, and all other materials produced in performance of this Agreement. However, Elsevier may 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.

9.10 *Execution.*

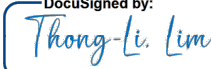
This Agreement and any amendment thereto will be considered fully executed by each and every DOE Site upon signature of the DOE Integrated Contractor Purchasing Team Basic Ordering Agreement No. AGR-2021-21102, to which this Agreement is attached and incorporated by reference.

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

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC, on behalf of the US DEPARTMENT OF ENERGY INTEGRATED CONTRACTOR PURCHASING TEAM (DOE ICPT)**

\_\_\_\_\_  
Name:  
Title:

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

DocuSigned by:  
  
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Name: Massimiliano Madama  
Title: SVP Global Sales Effectiveness and Services

No. 1-Pure

**PURE MASTER SOFTWARE AND SERVICES AGREEMENT**  
**Schedule 1**  
**Subscribed Products/Access/Fees**

**Alliance for Sustainable Energy, LLC, on behalf of the US Department of Energy Integrated  
Contractor Purchasing Team  
(DOE ICPT)**

No. 1-Pure

Subscribed Products	Access	Units	ICPT Price
<b>Pure – Elsevier B.V.</b> <ul style="list-style-type: none"> <li>• All modules and services, as included in a Delivery Order.</li> <li>• Implementation Consulting Services as may be set out in a Statement of Work.</li> </ul>	Online	Per Schedule 2	*

\* Upon request, Elsevier will provide the applicable pricing to the DOE Site, which fees will be based upon the number of relevant FTE (configured in the Subscribed Products as then current academic staff members) amongst the Authorized Users that are included in the Subscribed Products and whose primary assignment is instruction, research or public services (“Academic Staff”). Academic Staff (relevant FTE) includes staff personnel who holds a position with titles such as researcher, research assistant, research scientist, or the equivalent of any of these titles, including personnel with other titles, (e.g. director, chair or head of department), if their principal activity is instruction or research. Academic Staff does not include student teachers or teacher aides. To the extent Profile Refinement Services are included in the Delivery Order “Manually Refined Profiles” are the profiles of the Authorized Users for which the Subscriber has requested Elsevier to perform Profile Refinement Services.

At the time of execution of this Agreement the following modules are available hereunder:

Module	Required	Description
Pure Core - recurring	Yes	Access to all content types in Pure as well as editor tools and detailed settings to control which users are allowed to do what. Includes tools to import content from online sources such as Scopus and Web of Science™ (based on your current subscriptions), and perform bulk imports or setup data integrations to campus systems.
Reporting Module – recurring	Optional	Create customized reports on all content in Pure. Reports can be built on single content types or investigate relationships between multiple data types. Faculty and Academic Activity Reporting is also included in the Reporting Module.
Pure Portal – recurring	Optional	Public facing, Google-indexed showcasing portal including collaboration maps, profiles for academics and organizational units such as research groups, plus the ability to search for specific expertise.
CV Module - Recurring	Optional	Allow researchers to create their own CVs that are automatically maintained to include an up-to-date publication list etc. CVs are available in multiple formats including the NIH Biosketch, the EuroPass CV and many more.

Award Management Module - Recurring	Optional	Streamline applications and track the funding process.
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Each DOE Site may place an order for the above Pure Subscribed Products based on the prices outlined in Exhibit A, subject to the acceptance of an Elsevier quote ordered through a mutually executed Delivery Order. For DOE Sites that do not have an existing Pure subscription, a 10% (ten percent) discount to the then current list price (located in the pricing table) will apply for newly ordered Pure Subscribed Products. However, for renewing DOE Sites an annual price increase, which will not exceed 3% (three percent), will apply.

Additional Academic Staff and/or Manually Refined Profiles, as relevant, may be added subject to appropriate Fee adjustments as agreed between the parties.

#### **Changes to the Subscribed Software.**

In case the Subscriber makes changes to the Subscribed Software as delivered and accepted, and this has a significant impact on the functionality of the Subscribed Software, Elsevier will be released from any obligation in relation to the Deliverables, including remedying of defects and carrying out any agreed maintenance, to the extent that this is reasonably justified. Only if the Subscriber reverses the changes, will Elsevier's obligations be restored. Elsevier is entitled to verify that the original situation has been restored and to claim a reasonable payment for this, calculated according to the time spent on this investigation.

Elsevier permits the Subscriber's service operator, to carry out standard maintenance and operations, provided that this does not interfere with Elsevier's maintenance obligations hereunder.

#### **Documentation.**

The below standard Documentation for the Subscribed Software, as may be further specified in an PSA will be delivered by Elsevier under the Agreement:

- User documentation
- Built-in help pages and help-bullets
- General technical documentation for IT-staff
- Web service API documentation for programmers
- Technical requirements for installation/use of the Subscribed Products.

#### **Pure Setup Service**

To the extent the DOE Site is a new Subscriber, and Pure Setup Service is included in the Delivery Order, Elsevier will set up and make accessible the Subscribed Products as identified in the table on Schedule 1 based on the indicated number of Academic Staff. The Pure Setup Service will include a kick off call between the Subscriber and an Elsevier implementation manager as well as a suggested implementation plan from Elsevier. Pure Setup Service does not include customizations to the Subscribed Products.

#### **Pure Portal**

- 1) To the extent a Pure Portal is included in the Delivery Order, the Subscriber grants Elsevier a non-exclusive, royalty-free, worldwide license to use and incorporate its plain text trade name and associated word mark(s) and design mark(s) that it delivers to Elsevier solely for purposes of branding of the Pure Portal. The branding of the Pure Portal is subject to Subscriber's approval and may be adjusted once annually upon request of the Subscriber.
- 2) Contingent on the timely receipt by Elsevier of proper and sufficient data from the Subscriber, as set out below, Elsevier will create, implement and make accessible the Pure Portal, as agreed between parties.

- 3) The Subscriber will provide Elsevier with its Pure Portal configuration details—selected from the menu in the configuration document provided by Elsevier to the Subscriber—indicating what elements to include in the display on the Pure Portal, for Elsevier’s review and approval. The Subscriber will return the configuration document to Elsevier within twenty (20) days of receipt of the document from Elsevier, or as otherwise agreed between parties. Further the Subscriber will mark the relevant content types within the Subscribed Products to indicate which content type data should be made visible on the Pure Portal.

### **Pure Profile Refinement Services Additional Terms and Conditions**

To the extent Profile Refinement Services are included in the Delivery order, the Subscriber may:

- Provide Elsevier with the metadata necessary for Elsevier to provide the Profile Refinement Services for the agreed number of Manually Refined Profiles in a data file created within the Subscribed Products (“PRS Data File”).
- Upon receipt of the PRS Data File, Elsevier will create, implement and make accessible in the Subscribed Products, Manually Refined Profiles extracted from the Scopus® database. Elsevier will not be obligated to fulfill its obligations hereunder if it does not timely receive such data from the Subscriber. The delivery date for Manually Refined Profiles will be provided when the PRS Data File is delivered to and approved by Elsevier.
- Elsevier will deliver Manually Refined Profiles with abstracts, citations and other publication data extracted from; to the extent the Subscriber already holds a Scopus subscription, the Scopus® database, at no additional charge, provided that the Subscriber continues to maintain its Scopus subscription. To the extent the Subscriber does not hold a Scopus subscription, the information will be extracted from a subscription to the Scopus database in Scopus Data Extraction. To the extent the Subscriber holds a Scopus subscription, and if the Subscriber terminates this Scopus subscription while still retaining the Profile Refinement Services herein, the Subscriber will pay a separate Pure Data Extraction Fee, prorated as may be applicable, and Elsevier will integrate the above data extracted from the Scopus database in Pure Data Extraction for the remainder of the Term of the Agreement. Use of abstracts is subject to the terms and conditions of use as set forth in Subscriber’s Scopus subscription.

To the extent Profile Refinement Services are included as a recurring service in the Delivery Order;

- The Subscriber may add, delete or substitute Manually Refined Profiles to reflect current affiliations by providing to Elsevier via the Subscribed Products the updated metadata in the PRS Data File at any time upon mutual agreement of the parties in writing, not to exceed three (3) times per year of the term. Elsevier will process such changes at no additional charge provided that the total number of researchers included herein does not increase and the total number of researchers added or substituted in any twelve (12) month period constitutes less than ten percent (10%) of the total number of researchers included herein.
- The Manually Refined Profiles will be automatically updated with data extracted from the Scopus database on a recurring basis. Elsevier will review all Manually Refined Profiles up to three (3) times per contract year to ensure that Scopus publications are correctly assigned to each Manually Refined Profile. Updates from the Scopus database may be temporarily suspended during those times when Elsevier is implementing Subscriber requested changes to the list of Manually Refined Profiles in the PRS Data File.

### **Third Party Data Source Providers**

- The Subscriber acknowledges that the available data sources that are included in the Subscribed Software may be conditional upon an active agreement between Subscriber and a third party

provider of relevant source data (“Third Party Data Source Agreement”). In the event of a termination of or change in a Third Party Data Source Agreement that affects the import of relevant source data, Elsevier reserves the right to withdraw the data source within the Subscribed Software until the Subscriber has confirmed to Elsevier that a new Third Party Data Source Agreement is in place.

- Elsevier reserves the right to discontinue supporting a data source in the Subscribed Software at any time due to business reasons or technical reasons and will provide prior written notice to the Subscriber thereof. Elsevier will restore the functionality once the perceived impediments have been resolved. The Subscriber acknowledges that the supported data sources are dynamic and may be removed at Elsevier’s discretion for business and/or technical reasons.



**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Subscribed Products/Access/Fees**

By Amendment to this agreement, at any time during the active term of the agreement the following ICPT labs may enter into a separate Pure agreement.

<b>Sites</b>
Argonne National Laboratory
Brookhaven National Laboratory
Fermi National Accelerator Laboratory
Fluor Marine Propulsion, LLC
Idaho National Laboratory
Lawrence Livermore National Laboratory
Los Alamos National Laboratory
Alliance for Sustainable Energy, LLC, Operator of National Renewable Energy Laboratory
Oak Ridge National Laboratory
Pacific Northwest National Laboratory
Sandia National Laboratories
Savannah River Nation Laboratory
Thomas Jefferson National Accelerator Facility

**PURE MASTER SOFTWARE AND SERVICES AGREEMENT**  
**Schedule 3**  
**Service Level Agreement**

The service levels specified in this Service Level Agreement will enter into effect on the date the Subscribed Products go into live production use on the designated server (“Go Live Date”).

The following Annexes will form part of this Service Level Agreement:

- Annex 1: Help Desk Services
- Annex 2: Error Reporting
- Annex 3: Pure Cloud Hosting
- Annex 4: Pure Portal (if included)

These service levels do not cover access from the Elsevier Hosting Environment to the Subscriber’s own systems (e.g. HR and finance system) – it is solely the Subscriber’s responsibility to make these connections available and ensure the performance of these connections. Elsevier prefers, and recommends, Secure Shell (SSH) or Security Socket Layer (SSL) connections. The connection must be able to run on Linux, and will not affect Elsevier’s local network in any way.

**Service Level Agreement  
Annex 1  
Help Desk Services**

The Subscriber will have access to the Pure help desk (“Help Desk”). The Help Desk will answer short precise questions regarding the Subscribed Products, undertake simple problem diagnosis and provide general guidance on the Subscribed Products, including whether an observed condition appears to be due to a defect in the Subscribed Products, which should be reported in accordance with Annex 2, Error Reporting, of this Service Level Agreement.

The Help Desk can be reached by the following means;

- E-mail to [pure-support@elsevier.com](mailto:pure-support@elsevier.com)
- The Pure European Help Desk can be reached via telephone +45 7788 7979, on all Elsevier Denmark working days from 0900 to 1600 CET.
- The Pure United States Help Desk can be reached via telephone +1 212 448 2125, on all Elsevier New York working days from 0900 to 1600 EST.
- The Pure Asia Pacific Help Desk can be reached via telephone +65 6349 0134, on all Elsevier Singapore working days from 0900 to 1600 SGT.

Outside of the above hours please contact Elsevier Customer Service:

- 0800 to 1900 CST on +1 (888) 615 4500 (US toll free) or +1 (314) 447-8068 (non-US toll free)
- 0800 to 1900 SGT on +65 6 349 0222

The preferred entry point for support queries is via Elsevier’s issue and feature request system, which is available at all hours. Access to this system will be granted before Go Live Date:

<https://support.pure.elsevier.com>

The Subscriber may appoint two of its staff who will have access to the Help Desk and all requests for support will be made by such staff. It is possible for the Subscriber to add other staff as needed by arrangement with Elsevier (e.g. in connection with organizational changes at the Subscriber).

Questions about the Subscribed Products that are raised in Elsevier’s tracking system will be processed as soon as possible.



**Service Level Agreement  
Annex 2  
Error Reporting**

If the Subscriber observes (suspected) defects in the Subscribed Products or the System, these will be reported to Elsevier's issue- and feature request system, following which Elsevier will render assistance in diagnosing and remedying any reported defects. The Subscriber's report must at least contain the following information:

- Pure version no.
- Description of (suspected) defect, including action taken and subsequent response
- Steps to reproduce (suspected) defect
- Severity of (suspected) defect
- Possible annexes for clarification of the defects (e.g. screen prints)
- Time of observing the (suspected) defect
- The Subscriber's relevant contact person

Defects will be finally categorized by Elsevier in accordance with this Annex 2 Error Reporting, and taking in to account input from the Subscriber, provided that both parties will act reasonably and in good faith in making such categorization.

**Categorization of Defects.**

Categorization of defects will be consistent with the descriptions in the table below.

Defect category	Description
A	A defect critical to solving the Subscriber's tasks, and where a reasonable workaround is not possible.
B	A defect critical to solving the Subscriber's tasks, but where a reasonable workaround, according to Elsevier's instructions, is possible.
C	A defect not critical to solving the Subscriber's tasks, but where a reasonable workaround is not possible.
D	A defect not critical to solving the Subscriber's tasks, and where a reasonable workaround, according to Elsevier's instructions, is possible.
E	A defect of no or trifling importance to solving the Subscriber's tasks.

**Remediation times in relation to error reporting**

Elsevier's support team monitors and triages all incoming issues in its issue tracking system. The triage process involves

- Asserting the type of issue: bug, improvement, question, etc.
- Establish steps-to-reproduce, in dialogue with the Subscriber. Elsevier recommends that the Subscriber should provide details sufficient to allow Elsevier to reproduce the issue, in order to speed up the triage process
- Asserting the actual error categorization – note that the triage process may result in a re-categorization of an error, compared to the categorization input by the Subscriber.

The Subscriber acknowledges that Elsevier may require access to the Subscribed Products as installed for the Subscriber, for the purpose of error diagnostics. For this purpose the Subscriber will create a support user account for use by Elsevier within the Subscriber's installation of the Subscribed Products. Elsevier

may not be bound by the Service Levels if such support user account is not created, and this access is required to properly diagnose an error. It is not required that this support user account is active at all times, but it must be activated without undue delay at the reasonable request of Elsevier.

The following table outlines Elsevier’s service goals relative to issues raised that are categorized as actual defects in the Subscribed Software. “Help Desk Hours” in this regard will be the hours set out in Annex 1 of this Schedule 3, Elsevier Denmark Work Hours will mean all Elsevier Denmark working days from 0900 to 1600 CET, and “Work Days” will mean all Elsevier working days. The “*First response from support team*” time is measured during Help Desk Hours only and the “*remediation begun*” only applies if triaging results in asserting the error categories as listed in the table.

<b>Error categorization</b>	<b>First response from support team</b>	<b>Remediation begun</b>
A	4 hours (Help Desk Hours only)	8 hours (Elsevier Denmark Work Hours only)
B	2 Work Days	10 Work Days
C	4 Work Days	50 Work Days
D and E	8 Work Days	Remediation of minor and trivial errors will be part of an ongoing prioritization decided exclusively by Elsevier. The Subscriber may request a status update from Elsevier at any time.

#### **Escalation of errors**

If Elsevier has not responded in respect of any error in line with the service goals stated above, the Subscriber will be entitled to request escalation of the error. Escalation of errors is handled within Elsevier’s issue tracking system, by changing priority or commenting on a given issue. In extreme cases escalation can be handled by email or telephone to the Help Desk.

**Service Level Agreement  
Annex 3  
Pure Cloud Hosting**

Elsevier will host and maintain the System and make it available to the Subscriber online in accordance with this Agreement (“Hosting”).

**Installation and Update Services**

Installation and Update Services will mean the service under which Elsevier will maintain the Subscriber’s installation of the Subscribed Products.

**Installation and Update Service Window**

Elsevier reserves up to 4 hours out of every week to perform Installation and Update Service on the agreed installation(s) of the Subscribed Software. These hours will be Thursdays 8:00 – 12:00 CET. Note that this service window is used for all subscribers of the Subscribed Software, so the actual service window for the Subscriber will likely be less than the full 4 hours.

**System Operational and Availability Guarantees**

Elsevier will use reasonable efforts to provide the System with a quality of service consistent with industry standards, including to provide continuous access to the System with an average of 99.5% up-time per year (“Availability”). In the event the System does not meet the warranted Availability, and this is not due to SLA Exclusions (as defined herein), the Subscriber will be eligible to receive a Service Credit as described below.

The Availability warranty does not apply to any unavailability, suspension or termination of service or System performance issues: (i) that result from a suspension described in the Agreement; (ii) caused by factors outside of Elsevier’s reasonable control, including any force majeure event or Internet access issues of the Subscriber or any third party; (iii) that result from the Subscriber’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Elsevier’s direct control); (iv) that result from any maintenance as provided for pursuant to the Agreement; or (v) arising from Elsevier’s suspension or termination of the Subscriber’s right to use the Subscribed Products in accordance with the Agreement (collectively, the “SLA Exclusions”). If Availability is impacted by factors other than those listed above, then Elsevier will issue a Service Credit in accordance with the below, considering such factors.

**Service Credit**

If the System does not meet the Availability warranties set out herein the Subscriber will be entitled to receive a service credit calculated as follows

Availability	
At or over 99.50%	No service credit
98.00% to 99.49%	3% of annual fee
96.00% to 97.99%	4% of annual fee
95.00% to 95.99%	5% of annual fee
≤94.99%	6% of annual fee

Entitlement to service credits is the Subscriber’s sole and exclusive remedy for any breach by Elsevier of the Availability warranties and Elsevier will not otherwise be liable to the Subscriber for any direct or indirect loss or costs arising from the System being unavailable for any reason.

### **Security**

Elsevier will use reasonable efforts, to conform with generally recognized industry standards, to preserve the security, integrity and accessibility of all information received from the Subscriber.

### **System Maintenance Windows**

Elsevier reserves the last weekend of each month for scheduled maintenance work on the Elsevier Hosting Environment. Elsevier will post a notification to the Documentation one week prior to any monthly service window if Elsevier is planning any scheduled maintenance work within that particular month.

### **Critical Security Patches**

Critical security issues will be handled on a case-by-case basis. Elsevier will assess the gravity of the issue, and will decide on actions needed to remedy the issue.

Elsevier will notify the Subscriber if Elsevier deems it necessary to act immediately upon a critical security issue. Such notification will include information on the issue that is being addressed and information on expected downtime.

### **Disaster recovery**

In the event of a disaster, the System will, if possible, be restored in the same datacenter as before. If not, the System will be created in an alternative datacenter. After the System has been recreated all data will be restored from the latest backups. Whenever possible, the Subscriber will be notified of the expected timeline for getting the System ready again. Elsevier will generally notify the Subscriber of the status and progress during the recovery process. Elsevier also has a business continuity plan in place for more global emergencies (e.g., total loss of the Elsevier Hosting Environment).

### **Backup procedures**

Elsevier warrants that a backup will be carried out every 24 hours. Elsevier's guaranteed retention time for audit logs, job logs and backups is 26 weeks. Backups older than 14 days will be archived, and may then take up to one extra day to restore.

The backups are for disaster recovery only. Elsevier will not be responsible for creating backups that are required as a result of Subscriber's use of the System that is not in accordance with the terms and instructions set out in the Documentation.

A backup will also be performed before any updating of the Subscribed Products is performed.

### **Storage**

Hosting will include storage of up to 1 TB front end data per environment, including, but not limited to, the database, upload files, audit logs, etc. Should the Subscriber exceed this limit, Elsevier will contact the Subscriber to agree on any needed changes to the Agreement. Any changes to the storage limit will be agreed in writing between the parties and may be subject to additional fees.

### **Monitoring**

All environments of the Subscribed Products, which are hosted by Elsevier, will be registered in Elsevier's monitoring software, which runs regular checks on the Subscribed Products.

### **Designated Contact**

The Subscriber will provide the email address of at least one designated contact person who will be responsible for receiving notifications of events related to the Subscribed Products. Elsevier will add this person to a mailing list used to notify subscribers of service windows, emergencies or other system related notifications ("Notification Mailing List").

**Service Level Agreement  
Annex 4  
Pure Portal (if included)**

To the extent Pure Portal is included in the Delivery Order this annex is included in Schedule 3. The Pure Portal will be hosted by Elsevier, in the Elsevier Hosting Environment.

**Set up of the Pure Portal.**

The following services will be performed by Elsevier in relation to the set up:

- installation and setup of the Pure Portal on the Elsevier Hosting Environment, and;
- establishment of monitoring, and;
- initial testing to ensure the Pure Portal is working as expected.

**Delivery of the Pure Portal.**

Elsevier will make the Pure Portal available to the Subscriber and its Authorized Users from the Go Live date and for the duration of the Agreement. For that purpose Elsevier will procure and manage and make available the Elsevier Hosting Environment, in which the Pure Portal will be hosted.

**Updates to the Pure Portal.**

Elsevier will update the Pure Portal to match the Feature Release version of the Subscribed Products as installed in the Subscriber's hosting environment.

**Subscriber Setup of the Pure Web Service**

The Subscriber will ensure that the following setup is in place for the Pure Web Service, in Subscriber's installation of the Subscribed Software:

- A dedicated user must be created in the Subscribed Software for this purpose, and the password for this user must be provided to Elsevier's Pure team.

**System Operational and Availability Guarantees**

Elsevier will use reasonable efforts to provide the Pure Portal with a quality of service consistent with industry standards, including to provide continuous access to the Pure Portal with an average of 99.5% up-time per year. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding two (2) consecutive days or five (5) days total within a contract year, and this is not due to SLA Exclusions (as defined herein), then Elsevier will refund to the Subscriber the amount of the Pure Portal Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Pure Portal Fees for the then current year.

The quality of service does not apply to any unavailability, suspension or termination of access or Pure Portal performance issues: (i) that result from a suspension described in the Agreement; (ii) caused by factors outside of Elsevier's reasonable control, including any force majeure event or Internet access issues of the Subscriber or any third party; (iii) that result from any actions or inactions of the Subscriber or any third party; (iv) that result from the Subscriber's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Elsevier's direct control); (v) that result from any maintenance as provided for pursuant to the Agreement; or (vi) arising from Elsevier's suspension or termination of the Subscriber's right to use the Subscribed Products in accordance with the Agreement (collectively, the "SLA Exclusions").

**Elsevier Hosting Environment Maintenance Windows**

Maintenance of the Elsevier Hosting Environment will follow the provisions set out in Annex 3 of this Service Level Agreement.

**Monitoring**

Elsevier will monitor the Pure Portal to ensure that it is available and able to contact Subscriber's installation of the Subscribed Products.

**PURE MASTER SOFTWARE AND SERVICES AGREEMENT**  
**Schedule 4**  
**Elsevier Security Measures**

**A. Details of Processing**

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of Subscriber are set forth in the Agreement, in particular:

*Description of the Subject Matter of the Processing*

The subject-matter of the processing is the personal data provided by the Subscriber in respect of the Subscribed Products and Professional Services under the Agreement.

*Duration of the Processing*

The duration of the processing is the duration of the provision of the Subscribed Products and Professional Services under the Agreement.

*Nature and Purpose of the Processing*

The nature and purpose of the processing is in connection with the provision of the Subscribed Products and Professional Services under the Agreement.

*Categories of Data Subjects*

The categories of data subjects are the Authorised Users and may include researchers, research assistant, research scientist and other individuals about whom personal data is submitted to Elsevier by or at the direction of the Subscriber as part of the Subscribed Products and Professional Services under the Agreement.

*Categories of Personal Data*

The types of personal data processed may include the following categories of personal data submitted to Elsevier by or at the direction of Subscriber as part of the Subscribed Products and Professional Services, or any other personal data which the Subscriber inputs in the Subscribed Products through free text fields or by any other means, under the Agreement:

Unique personnel number  
First birth name  
First name (if different from First birth name)  
Initials (birth names)  
Initials (if different from birth names)  
Last Name (last birth name, last name partner, combination).  
Prefix  
Date of birth  
Sex (M, F or unknown)  
Starting date employment contract  
End date employment contract  
Full time or part time employment (in fte)  
Full time or part time for research per employee (in fte)  
Starting date research  
End date research  
Affiliation / honorary professor  
Starting date Job profile / position

End date Job profile / position  
Work relations  
Logging account network  
Job profile  
University job classification  
Alternative function(s) employee  
Title  
E-mail address  
Photo

## **B. Processors Security Measures**

### *Management of information security and privacy*

1. The Subscribed Software is ISO/IEC 27001:2013 Certified.
2. Elsevier deals consciously with information security and privacy. To this end, the organization holds formally established Information security and privacy policies.
3. Appropriate responsibilities for information security and for privacy have been defined and assigned.
4. The information security policy and privacy policy shall be reviewed – at scheduled intervals or if significant changes occur – to ensure that they are always appropriate, adequate and effective.

### *Human resource aspects*

5. The background of all candidates for employment is verified in accordance with relevant legislation and regulations and the verification is proportionate to the risk category of the Personal Data to which those candidates will have access.
6. Elsevier requires all employees and contractors to apply information security and privacy in accordance with the established information security policy and privacy policy.
7. Elsevier has a procedure that ensures that the access rights of users are (timely) withdrawn at the end of the contract or employment.

### *Logical security*

8. Only the employees who need it for their work have access to the Personal Data and those employees have the minimal access rights that are required for the performance of those activities.
9. Elsevier has taken steps to protect its information systems against unauthorized access via the network (internet).
10. Elsevier has taken measures to prevent the company network or systems from being infected with malware.
11. Where Elsevier transports personal data outside the company's own network, measures have been taken to protect that data against unauthorized access.
12. Elsevier has taken measures to ensure that unauthorized access to Personal Data in its corporate network is continually monitored (as deemed appropriate) so that the Subscriber can be informed promptly if such unauthorized access that impacts the Subscriber's data has occurred.
13. Access rights of employees are periodically checked for correctness.

### *Physical security*

14. Data carriers containing Personal Data are protected during use and transport against unauthorized access, misuse or loss of integrity. Note: In this context data carriers refers to media such as: paper,



USB sticks, CD-ROMs, computers (in particular laptops), tablets, smartphones. If the Personal Data are no longer needed, they are cleaned up in a safe way according to formal procedures.

15. Elsevier has taken physical measures to protect its information systems against unauthorized access. The number of employees with access to the server room is limited and in accordance with job level and responsibilities.

*Operations management*

16. Elsevier has a written and formally established change management process, ensuring that only authorized and tested changes are introduced into the live environment.

**PURE MASTER SOFTWARE AND SERVICES AGREEMENT**  
**Schedule 5**  
**Professional Services Agreement**

To the extent any Implementation Consulting Services are included in the Delivery Order, a Professional Services Agreement, materially similar to the following including its annexes, (“PSA”) will be added under the Delivery Order and will be mutually executed between the DEO Site and Elsevier. Capitalized terms used herein that are not otherwise defined will have the meanings ascribed to them in the Agreement.

**2 Professional Services.** Elsevier will provide the Professional Services described below to the Subscriber. The Professional Services will be performed by fully trained, experienced and qualified employees of Elsevier (“Personnel”). All communication between the parties will be in the English language, unless otherwise agreed.

2.1 Elsevier will provide Implementation Consulting Service to the Subscriber which will comprise of a dedicated Elsevier implementation manager for the agreed period of time, a two day workshop, as well as regular online review meetings, as set out in this PSA, to provide support for the integrations and migrations set out in the Delivery Order (each an “Implementation Consulting Service Package”), which may include any or all of the following, delivered in accordance with a proposal prepared by Elsevier and agreed between the parties (Annex A):

- Faculty integration/import
- Publications import
- Project and external funding integration/import
- Activities integration/import
- Student Thesis integration/import
- Dataset metadata integration/import
- Courses integration/import
- Press / Media integration/import
- Repository connection for supported repository type (one-way only)

Unless otherwise set out in this PSA the Subscriber will complete integrations and migrations of the relevant data into the Subscribed Products using tools made available by Elsevier, with the support of the Elsevier implementation manager for the included Implementation Consulting Service Packages, and in accordance with the agreed time schedule.

**3 Time Schedule.** The time schedule will be agreed between parties at the project start up.

**4 Request for Changes.** The Subscriber's requests for changes to this PSA (“Change Request”) will be sent in writing to Elsevier. After receipt of a Change Request Elsevier will, within reasonable time, provide an estimate of the expected additional time and costs (“Estimate”).

Elsevier may refuse to provide an Estimate for technical, functional or business reasons, at Elsevier's sole discretion.

In case Elsevier wants to make changes to an approved Estimate it will submit a request to the Subscriber in writing.

**5 Ownership of Intellectual Property.** As between Elsevier and the Subscriber, the Subscriber retains all right, title and interest in and to any materials which the Subscriber provides to Elsevier in connection

with the services provided pursuant to this PSA (“Subscriber Tools”). The Subscriber further acknowledges that, without Elsevier’s prior written consent, it will not refer to Elsevier or attribute any information to Elsevier in any communication external to the Subscriber for any purpose, including without limitation in press releases, web sites, offering memoranda, and conversations with analysts.

**6 Fees and Payment Terms.**

Unless otherwise stated in the Delivery Order, Professional Services will be invoiced after completion of the agreed Deliverable, in accordance with the agreed time schedule. Invoicing will otherwise take place in accordance with the Agreement.

**7 Testing and Acceptance.**

Testing of the Implementation Consulting Services will consist of Integration Tests and an Acceptance Test, as further described in Exhibit B to this PSA.

Delivery of this PSA will be regarded as having taken place on the Acceptance Date.

“Acceptance Date” will mean the date on which the Acceptance Test has been completed and no Qualified Defects (as defined in Exhibit B to this PSA) have been reported. The Subscriber acknowledges and agrees that the Subscribed Products cannot go into production (“Go Live”) at the Subscriber’s Sites until the Acceptance Test is completed without Qualified Defects.

**8 Review Meetings.**

Personnel will participate in regular status review meetings with the relevant project managers of the Subscriber. These will be conducted by telephone/teleconference. The meetings will be for the purpose of reviewing the Parties performance and progress hereunder and discussing and resolving any problems between the parties. Both parties can initiate a review meeting at any time they feel one is needed and an alternate meeting schedule/frequency can be agreed during the term of this PSA if circumstances or need changes.

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC, on behalf of the US DEPARTMENT OF ENERGY INTEGRATED CONTRACTOR PURCHASING TEAM (DOE ICPT) (Subscriber)**

\_\_\_\_\_  
Name:

Title:

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

DocuSigned by:  
*Thong-Li Lim*  
C5386972C41C418...

\_\_\_\_\_  
Name: Massimiliano Madama

Title: SVP Global Sales Effectiveness and Services

No. 1-Pure

**Professional Services Agreement  
Exhibit A  
Proposal**

The proposal document “Pure Proposal for [NAME]” [OPTIONALLY ADD: version [VERSION #]], dated [PROPOSAL DATE], will form Exhibit A to the PSA.

**Professional Services Agreement  
Exhibit B  
Testing**

**Integration Tests**

*Purpose.*

The purpose of the Integration Tests is to ensure that the Subscriber is able to perform data integrations and/or data migrations in accordance with the agreed requirements.

*Arrangement.*

For each Implementation Consulting Service Package Elsevier will, unless otherwise set out in this PSA, introduce the Subscriber to the standard tools and documentation needed and guide the Subscriber through the necessary steps to perform the integration or migration. The Subscriber will then be able to perform and test the individual integration or migration, so that any defects can be identified and remedied before the agreed installation date, as set out in the agreed time schedule. Elsevier will assist the Subscriber in answering the Subscriber's questions regarding the included Implementation Consulting Service Packages.

The Integration Tests are performed on a non-production system made available by Elsevier to the Subscriber.

*Reporting of observed errors.*

All defects detected during the Integration Tests should be reported in accordance with the Agreement. The Subscriber will have the opportunity to ask questions to the Elsevier implementation manager throughout the process.

**Acceptance test**

*Purpose.*

The purpose of the Acceptance Test is to determine whether the agreed services have been delivered.

*Conduct of test.*

The Acceptance Test will be conducted by the Subscriber, with support from Elsevier, once the agreed services have been completed. The Subscriber will perform the Acceptance Test and report any qualified defects within 14 days upon request from Elsevier. If no qualified defects are reported within this period, the Acceptance Test is considered approved.

*Approval criteria.*

The requirements for an approved Acceptance Test are fulfilled when the test is conducted without observing one or more qualified defects.

A Qualified Defect will mean any one of the following:

- the majority of Authorized Users cannot use the Subscribed Software; or
- the agreed functionality is reduced to such a degree that the Subscribed Software must be regarded as out of operation; or
- the usability of the Subscribed Software is reduced or impeded to a significant extent; or
- the usability of the Subscribed Software is reduced to a not inconsiderable extent, unless the defect only affects a few of the relevant users or the defect can be bypassed without a significant extra effort on the part of the Subscriber.

It will not be considered a Qualified Defect, if:

- only one specific function is not working, unless the function in question is of key significance to the Subscriber's use of the Subscribed Software; or
- no more than two (2) Authorized Users out of a larger group of Authorized Users are affected by the defect, and the other Authorized Users in the group can still use the Subscribed Software; or
- the failure relates to Subscriber's use of the Subscribed Products which is not in accordance with the Documentation and/or contrary to Elsevier's advice.

In case the number and content of non-qualified defects are of such an extent that the Subscriber's use of the Subscribed Software is affected thereby as though a Qualified Defect had been present, these will be regarded collectively as a Qualified Defect.

*Defects in Third-Party software.*

Elsevier bears no responsibility for defects or errors in third party software, but will make best efforts to suggest alternatives or workarounds to limit any negative impact. Such alternatives or workarounds may be subject to an additional fee to be agreed between parties.