

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 23 May 2025 by and between **Science & Technology Policy Research & Info Center**, 14-15F 106 Heping E Rd Sec 2 Taipei, 10636, Taiwan (the "Lead Institution"), for and on behalf of each of the institutions identified in Schedule 2 pursuant to an authorizing agreement (each an "Institution") known collectively as the **National Academic License - Reaxys** (all the Institutions shall collectively be referred to as the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier"). As used in this Agreement, "Consortium" refers to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

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 employees 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") who are not full-time and part-time student, 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, using computers within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier; and
- print, download, export and store all predicted synthesis routes including individual predicted reaction steps generated by the Reaxys Academic Edition Subscribed Products for internal research purposes only.

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 and/or service (including resulting from the use of artificial intelligence tools), 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, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
 - use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool);
 - post abstracts from the Subscribed Products on social networking sites; or
 - substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.
- use, or authorize or permit any third party to use, the Subscribed Products to build, modify, or enhance a competitive product or service owned or licensed by the Subscriber (including any affiliate, parent or subsidiary of the Subscriber) or any third party; or
 - share any data or results gained from use of the Subscribed Products with a competitive product or service owned or licensed by the Subscriber (including any affiliate, parent or subsidiary of the Subscriber) or any third party.

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.

Elsevier acknowledges that all right, title and interest in and to the input target molecules that the Subscriber supplies to Elsevier or makes available via, or loads onto the Reaxys Academic Edition Subscribed Products and the generated predicted reaction steps and synthesis plans that the Reaxys Academic Edition Subscribed Products generates, remain with the Subscriber. The Subscriber acknowledges that all right, title and interest in and to Reaxys data remains with Elsevier. As between the parties, the Subscriber agrees that any and all data or other content it provides to Elsevier either via the Reaxys Academic Edition or otherwise, in whatever format derived or compiled by the use of the Subscribed Products, is 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 Reaxys Academic Edition 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

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 usage activity of each Subscriber 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.

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. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is provided solely by the Subscriber and limited to library Sites only. The distribution of usernames/passwords, access credentials or otherwise by 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

- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by each Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to each Subscriber's IP addresses, including the addresses no longer being used exclusively by each Subscriber; and
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

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 will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, 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 failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will be invoiced by and will pay the fees set forth in Schedule 1 (the "Fees") to Elsevier's sales agent identified as the Billing Contact on Schedule 2 (the "Agent") in accordance with terms agreed upon between the Lead Institution and the Agent, unless otherwise stated therein. If the Lead Institution fails to pay the full amount of the Agent's invoice on a timely basis, Elsevier may suspend the Subscriber's access to the Subscribed Products until the unpaid amounts of such invoice are paid. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Lead Institution will be liable for any such taxes in addition to the Fees.

SECTION 5. DURATION.

5.1 *Term.*

The term of this Agreement will commence on 01 June 2025 and continue through and including 31 May 2026 ("Initial Term").

5.2 *Effect of Termination.*

Upon termination or expiration of this Agreement, all right to access and use the Subscribed Products and provide the Subscribed Products to its Authorized Users will cease and Elsevier will terminate or disable access to the Subscribed Products. Unless otherwise agreed with Elsevier in writing, the Subscriber will be responsible for extracting any Subscriber provided input target molecules and corresponding synthesis plans from the Subscribed Products before the effective end date of the Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier 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 (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.

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 or Subscriber terms, 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 in whole or in part 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 the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

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 (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore.

If to the Consortium and/or the Subscriber: Science & Technology Policy Research & Info Center, 14-15F 106 Heping E Rd Sec 2 Taipei, 10636, Taiwan.

7.8 Confidentiality.

Each party and its employees, officers, directors and agents (as to information received by it, the “Receiving Party”) will maintain as confidential and not disclose to any non-affiliated third party without the other party’s (as to information disclosed by it, the “Disclosing Party”) prior written consent or except as required by law the financial terms and commercial conditions of this Agreement and any proprietary or confidential information of the Disclosing Party that is clearly identified as “confidential” at the time of disclosure or that Receiving Party reasonably should know is confidential or proprietary based on the circumstances surrounding the disclosure, including without limitation, components, drawings, data, plans, programs, research and development, scientific and technical

information, financial and business operations, employee and student and vendor information, specifications, techniques, processes, algorithms, inventions; 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 (“Confidential Information”). The Subscriber’s Confidential Information will include the molecules that the Subscriber makes available via, or uploads into, the Reaxys Academic Edition Subscribed Products. The Receiving Party may disclose the Disclosing Party’s Confidential Information to its employees, officers, directors and agents requiring access thereto, provided that each such employee, officer, director and agent is bound by an agreement to maintain the Confidential Information in strict confidence and to use such information solely to perform the Receiving Party’s obligations under this Agreement. Elsevier may also disclose the financial terms and commercial conditions of this Agreement and the Subscriber’s Confidential 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. The Disclosing Party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this section by the Receiving Party. Such remedies will not be deemed to be exclusive remedies of disclosing party, but will be in addition to all other remedies available at law or in equity. Confidential Information does not include information that (a) is or becomes generally known to the public through no fault of or breach of this Agreement by Receiving Party; (b) is rightfully known by Receiving Party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Receiving Party without use of Disclosing Party’s Confidential Information; or (d) Receiving Party rightfully obtains from a third party without restriction on use or disclosure.

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 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.

7.11 Power of Attorney.

The Consortium represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Consortium will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.

Elsevier 訂閱協議

本協議（「協議」）於 2025 年 05 月 23 日由地址為臺灣臺北市 10636 和平東路二段 106 號 14-15 樓之**科技政策研究與資訊中心**（「主辦機構」）根據授權協議（統稱為 **Reaxys 臺灣學術全國授權**）代表附表 2 所列各機構（各以下簡稱「機構」；所有機構合稱為「訂閱方」）與地址為 Radarweg 29, 1043 NX Amsterdam, The Netherlands 之 **Elsevier B. V., Ltd.**（下稱「Elsevier」）共同簽訂。在本協議中，「聯盟」是指主辦機構，或指主辦機構得指定之其他一個或多個機構，視使用該詞語時的前後文而定。

雙方同意如下

第 1 條：訂閱。

1.1 訂閱產品。

Elsevier 特此授予訂閱方存取和使用附表 1 中指明之產品和服務（「訂閱產品」）之非獨占、不可轉讓的權利，並根據本協議條款和條件向其授權用戶（定義見本協議）提供訂閱產品。

1.2 授權用戶/場所。

授權用戶指的是訂閱方的員工，以及隸屬於附表 2 所列訂閱方場所（「場所」）之作為獨立承包商的個人或由訂閱方的獨立承包商僱用的個人，且不包括訂閱方的全職及兼職學生、教職員、員工和研究人員。此外，授權用戶還包括使用訂閱方允許場所之圖書館設施內的電腦終端存取訂閱產品用於個人研究、教育或其他非公司用途的，隸屬於附表 2 所列訂閱方場所之作為獨立承包商的個人或由訂閱方的獨立承包商僱用的個人（「訪客用戶」）。

1.3 授權用途。

每個授權用戶可以：

- 存取、搜尋、瀏覽和查看訂閱產品；
- 列印、下載和儲存訂閱產品中個別項目的合理部分，供該授權用戶專用；以及
- 在訂閱方的內部網路和網際網路網站中加入訂閱產品的連結，但這些連結的外觀和/或這些連結隨附的聲明應根據 Elsevier 的合理要求進行更改。
- 僅供內部研究用途，列印、下載、導出及儲存 Reaxys Academic Edition 所有預測之合成路徑，包括單個預測反應步驟。

1.4 訂閱產品使用限制。

除本協議明確規定或 Elsevier 另行書面允許外，訂閱方及其授權用戶不得為下列行為：

- 以訂閱產品為基礎，刪節、修改、翻譯或創建任何衍生作品和/或服務（包括使用人工智慧工具所產生之衍生作品和/或服務），但使授權用戶能於電腦螢幕上查看的必要範

圍不在此限；

- 以任何方式刪除、模糊或修改訂閱產品中出現的任何著作權聲明、其他聲明或免責聲明；
- 使用任何機器人、網路蜘蛛、網路爬蟲或其他自動下載程式、工具或設備搜尋、抓耙、擷取、深連結、索引和/或破壞訂閱產品的作業；
- 將訂閱產品與人工智慧工具結合使用（包括訓練演算法、測試、處理、分析、生成輸出和/或開發任何形式的人工智慧工具）；
- 在社交網站上發佈訂閱產品中的個別項目；
- 實質性或系統性地複製、保留、本機儲存、重新分發或散布訂閱產品；
- 使用、授權或允許任何第三方使用訂閱產品，以建構、修改或加強由訂閱方（包括其任何關聯公司、母公司或子公司）或任何第三方所擁有或經其授權使用之競爭性產品或服務；或
- 與訂閱方（包括其任何關聯公司、母公司或子公司）或任何第三方所擁有或經其授權使用之競爭性產品或服務，共享透過使用訂閱產品所獲得之任何資料或成果。

如授權用戶係為個人獨立承包商或由獨立承包商雇用的個人，得僅基於為訂閱方執行承包研究工作之目的使用訂閱產品。

1.5 知識產權所有權。

訂閱方承認，除本協議明確規定的情況外，訂閱產品的所有權利、所有權和利益均歸 Elsevier 及其供應商所有，未經授權在網上重新分發或散布訂閱產品可能會對 Elsevier 及其供應商造成不可挽回的重大損害。

Elsevier 確認，訂閱方向 Elsevier 提供，或透過 Reaxys 學術版訂閱產品提供或上傳至該產品之輸入目標分子，以及由 Reaxys 學術版訂閱產品所產生之預測反應步驟與合成計畫，其所有權利、所有權及權益均歸屬於訂閱方所有。訂閱方亦確認，Reaxys 資料之所有權利、所有權及權益均歸 Elsevier 所有。

在雙方之間，訂閱方同意，其透過 Reaxys 學術版或其他方式向 Elsevier 提供之任何及所有資料或其他內容，無論是否經由使用訂閱產品而衍生、演繹或編輯為任何形式，均由訂閱方自行負責。訂閱方並同意，其對於提供予 Elsevier、透過 Reaxys 學術版訂閱產品提供或上傳至該產品之所有內容、資料或材料，應負完全責任，並應承擔全部責任獨立判斷其是否擁有足夠之合法權利，包括提供任何必要之通知及取得任何必要之同意，以使用該等內容、資料或材料，並確保該等內容、資料或材料及其任何擬議用途，均符合所有適用法律之規定，包括但不限於著作權、商標、保密、誹謗、行為準則、隱私、安全及出口相關法律。

第 2 條：ELSEVIER 的履約義務。

2.1 存取訂閱產品。

Elsevier 在荷蘭境內收到經訂閱方正式簽字之本協議文件時，經 Elsevier 於荷蘭的授權代表證明

接受本協議並加蓋時間戳記後，將透過附表 1 所列或本協議另行規定的網際網路位址向訂閱方及其授權用戶提供訂閱產品。

2.2 服務品質。

Elsevier 將盡合理努力為訂閱產品提供符合行業標準的服務品質，具體而言，每年提供平均 98% 正常運行時間的連續服務，2% 的停機時間，包括排定於儘量減少對訂閱方及其授權用戶造成不便之時間執維護和修復，並於服務中斷或暫停時儘快恢復服務。

2.3 撤回內容。

Elsevier 保留從訂閱產品撤回下列內容的權利：其不再有權提供的內容，或其有合理理由認為係非法、有害、虛假或侵權的內容。

2.4 使用數據報告。

Elsevier 將在 <https://www.elsevier.com/librarian/usage-reports/> 上提供各訂閱方使用活動的使用數據報告。只有在 Elsevier 明確書面許可的情況下，訂閱方聘用的供應商或其他第三方才能存取這些報告，且僅限於供訂閱方進行使用分析之用。

第 3 條：訂閱方履約義務。

3.1 驗證。

訪問訂閱產品將透過使用網際網路協定（「IP」）位址和/或用戶名和密碼和/或需要至少兩個不同憑證的委託驗證機制進行驗證（如附表 2 所示）。允許授權用戶中的訪客用戶訪問訂閱產品，但訪問僅限於由訂閱方提供的圖書館據點。不允許向這些隨機用戶分發用戶名/密碼，訪問憑證或其他相關信息。

3.2 避免未經授權的存取和使用。

訂閱方將：

- 採取適當措施，防止訂閱方或任何第三方透過或用 (a) 訂閱方用於存取訂閱產品的憑證；以及 (b) 訂閱產品和/或由此產生的資訊進行濫用或未經授權的存取；
- 以適當安全的方式管理用於存取訂閱產品之所有憑證的識別、使用、存取和控制，包括但不限於透過以下方式：
 - 限制授權用戶存取和使用訂閱產品，並通知所有授權用戶本協議規定的使用限制以及其必須遵守這些限制；
 - 僅向授權用戶核發用於存取訂閱產品的任何密碼或憑證，不向任何第三方洩露任何密碼或憑證，並通知所有授權用戶不得向任何第三方洩露任何密碼或憑證；以及
 - 提供真實、完整和準確的 IP 位址，如附表 2 所示（如有），供聯盟和相關機構專用（如 Elsevier 要求，包括相關第三方網際網路服務供應商之書面確認），並主動向 Elsevier 通知聯盟和相關機構 IP 位址的任何變更，包括不再由訂閱方專用的位址。
- 在不再需要或存取存在安全風險時，立即停用任何憑證；

- 實施並維護其自身適當的憑證管理計畫，並確保針對透過此類憑證對訂閱產品的存取進行適當的審查；以及
- 一旦自己發現，或被 Elsevier 或第三方通知出現未經授權使用訂閱產品的情況，或出現允許未經授權使用的安全問題，訂閱方將立即採取適當措施終止此類活動並防止再次發生，包括但不限於實施必要的更新和重整以糾正問題。在接到第三方通知或直接發現到未經授權的使用時，訂閱方必須立即將未經授權之使用通知 Elsevier。訂閱方應與 Elsevier 合作，在遵守任何適用的保密或禁止揭露義務的前提下，共享與未經授權的使用或安全問題相關的資訊。

如發生任何未經授權使用訂閱產品的情形，Elsevier 可在通知聯盟及相關機構後，暫停及/或要求聯盟及相關機構暫停自發生未經授權使用的位址存取訂閱產品。如任何授權使用者未經授權使用訂閱產品之行為並非因聯盟及相關機構本身的疏失或蓄意不當行為所引致，且聯盟及相關機構在收到該等行為之實際通知後不允許該未經授權使用行為繼續發生，則聯盟及相關機構對此等未經授權使用無須負責。聯盟及相關機構須對聯盟及相關機構聘用之第三方供應商遵守本協議條款及條件負責，尤其是在該第三方供應商提供及管理 IP 位址時。

3.3 安全要求。

訂閱方同意，訂閱方將制定書面記載之政策和程序，且訂閱方將定期對這些政策和程序進行審查，並於適當情況下對其進行測試和更新；這些政策和程序將涵蓋與資訊存取、使用、丟失、篡改、揭露、儲存、銷毀和控制相關之行政、實體和技術保障措施。如果訂閱方確定此類保障措施失效，並導致根據本約所提供任何 Elsevier 內容的保密性或安全性受到損害，則訂閱方應立即通知 Elsevier，並配合 Elsevier 有關此等失效而提出之合理要求，包括採取適當步驟終止此等活動並防止再次發生。就本條第 3.3 條而言，「Elsevier 內容」係指 Elsevier 向訂閱方提供或供其使用、與訂閱產品和本協議履約相關的任何材料或資訊。

第 4 條：費用和付款條件。

除非另有規定，主辦機構將根據主辦機構與代理人間議定之條款，由附表 2 中列為帳務聯絡人之 Elsevier 的銷售代理人（「代理人」）向主辦機構開具發票，並向其支付附表 1 中所載之費用（「費用」）。如果主辦機構未能及時全額支付代理人的發票金額，Elsevier 可暫停訂閱方對訂閱產品之存取，直到該發票的未付金額已獲得支付。費用不包括任何銷售稅、使用稅、增值稅、扣繳稅或類似稅款，主辦機構除支付費用外，還需承擔任何此類稅款。

第 5 條：期間。

5.1 期限。

本協議期限始於 2025 年 6 月 1 日，並持續至 2026 年 5 月 31 日止（含該日）（「初始期限」）。

5.2 終止的效力。

本協議終止或到期後，所有訪問和使用訂閱產品以及向授權用戶提供訂閱產品的權利將終止，Elsevier 將終止或禁用對訂閱產品的訪問。除非 Elsevier 書面同意，訂閱方將負責在協議有效終止日期之前，從訂閱產品中提取任何訂閱方提供的輸入目標分子和相應的合成計劃。

第 6 款：Elsevier 保證和賠償

6.1 保證。

Elsevier 保證，根據本協議條款和條件使用訂閱產品不會侵犯任何第三方之智慧財產權。

6.2 賠償。

Elsevier 將賠償訂閱方及其授權用戶、為其辯護，並使之免於因任何第三方認定依本協議條款與條件之使用侵害其智慧財產權之行動或主張，遭受損失、損害、支出、責任，及費用（包括合理之律師費用）。當有此類行動或主張提出時，訂閱方應立即通知並配合 Elsevier。本賠償義務於本協議有效期間屆滿後仍繼續有效。

6.3 免責聲明。

除了本條擔保及賠償之明確表示，且符合適用法律所允許之情況外，訂閱產品皆以「現狀」提供，且 Elsevier 及其供應商明確聲明拒絕承擔一切與訂閱產品和其他因本協議而提供之資料、文件，或材料相關之擔保及聲明，包括但不限於任何包含於其中的錯誤、不精確、疏漏，或瑕疵，以及任何經由暗示或明示，對於特定目的適銷性或適切性之擔保。

6.4 責任限制。

除本條規定之明示擔保及賠償，且符合適用法律所允許之情況外，在任何情況下，Elsevier 或其供應商對於與本協議相關之任何間接、附帶、特殊、衍生或懲罰性損害（包括但不限於資料遺失、營業中斷或利潤損失），均不承擔責任。Elsevier 及其供應商對訂閱方之責任亦不超過訂閱方在發生索賠之日前十二（12）個月期間根據本協議支付的訂閱費用總額，即使 Elsevier 或其任何供應商曾被告知上述責任或損害的可能性。

第 7 條：一般條款

7.1 不可抗力。

任何一方因其無法控制的情況（包括但不限於戰爭、罷工、火災、洪水、停電、電信或網際網路故障或任何網路設施或伺服器損壞或毀壞）而延遲或未能履行本協議的任何規定（付款義務除外），致使其無法履行本協議規定的義務（任何此類情況均為「不可抗力」），均不視為違反本協議。儘管有上述規定，在任何情況下一方在財務上無力履行其義務均不構成不可抗力。

7.2 可分割性。

本協議中任何規定無效或不可執行，不影響本協議中任何其他規定。

7.3 完整合意。

本協議包含雙方就本協議事項之全部理解與合意，並取代及替代雙方就本協議事項所達成之任何和一切先前或同期之書面或口頭協議、溝通、提案和訂單或訂閱方條款。

7.4 修訂。

除取代職稱、IP 位址、認證機制、帳單和聯繫地址詳細資訊之變更可經 Elsevier 透過向訂閱方發送電子郵件通知之方式確認外，對本協議任何約定之修訂、修正或棄權均應以書面做成並經雙方簽署，否則無效。

7.5 轉讓

未經 Elsevier 事先書面同意（Elsevier 不得無理拒絕同意），訂閱方不得轉讓、轉移或授權其於本協議項下的任何權利或義務。

7.6 隱私權。

如果訂閱方或其授權用戶在帳戶註冊期間或以其他方式向 Elsevier 提供任何個人資料，雙方確認並同意 Elsevier 將根據 <https://www.elsevier.com/legal/privacy-policy> 中的 Elsevier 隱私權政策和

<https://www.elsevier.com/legal/data-processing-terms> 中的 Elsevier 資料處理附錄（「DPA 規定」）處理這類資訊。雙方確認並同意，各方均為根據本協議共享或以其他方式處理之任何個人資料的獨立控制者，並且已遵守並將遵守資料保護法規定之義務。本條中使用但未加以定義之詞語應具有 DPA 規定中賦予該詞語之意義。

7.7 通知。

任何依本協議做出之通知應以書面為之，並寄送至收受方下方指定地址，或該收受方曾依本協議通知方式指定之電子郵件地址。

收受方為 Elsevier：Elsevier B.V. c/o Regional Sales Office, Elsevier (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore。

收受方為聯盟和/或訂閱方：中華民國臺灣臺北市 10636 和平東路二段 106 號 14-15 樓科技政策研究與資訊中心。

7.8 保密。

任何一方及其員工、管理人員、董事和代理人（就其接收的信息而言，稱為“接收方”），將對本協議的財務條款和商業條件以及另一方（就其所披露的資訊而言，稱為“揭露方”）的任何專有或保密信息保密，並且在未經揭露方事先書面同意或法律要求的情況下，不得向任何非关联第三方披露。專有或保密信息是指披露方在披露時明確標識為“保密”的信息，或接收方根據披露情況合理應知其為專有或保密信息，包括但不限於組件、圖紙、數據、計劃、程序、研發、科學和技術信息、財務和業務運營、員工、學生和供應商信息、規格、技術、流程、算法、發明；以及披露方根據本協議向接收方提供的所有信息、技術、數據和其他材料，不論形式或媒介，包括但不限於規格、文檔、培訓材料以及履行本協議所產生的所有其他材料（“保密信息”）。訂閱方的保密信息將包括訂閱方通過 Reaxys 提供或上傳學術版訂閱產品的分子。接收方可以向其需要訪問保密信息的員工、管理人員、董事和代理人披露披露方的保密信息，前提是每位員工、管理人員、董事和代理人均受保持保密信息的嚴格保密並僅使用該信息履行接收方在本協議下義務的協議約束。愛思唯爾還可以在以下情況下露本協議的財務條款和商業條件以及訂閱方的保密信息：(i) 在必要程度上提供给适用的服务提供商，以便服务提供者向爱思唯尔履行其职能为本協議提供支持；以及(ii) 为合理必要地处理保安、安全、欺诈或者其他法律问题。披露方在接收方違反或可能違反本條款時，有權獲得包括禁令和實際履行在內的衡平救濟。此類救濟不被視為披露方的排他性救濟，而是法律或衡平法所提供的所有其他救濟的補充。保密信息不包括以下信息：(a) 接收方未違反本協議而該信息已為或成為公眾普遍知悉的信息；(b) 接收方在披露時合法知悉且無保密義務的信息；(c) 接收方在未使用披露方的保密信息的情況下獨立開發的信息；或 (d) 接收方合法從第三方獲得且無使用或披露限制的信息。

7.9 遵守法律。

任一方應遵守與本協議下之責任和義務相關之所有適用法律和規範。Elsevier 保留根據任何適用之出口管制和貿易制裁法律或禁運方案，拒絕任何被禁止接受此類產品之個人或實體使用訂閱產品之權利。

7.10 簽署。

本協議及其任何修訂均得以副本簽署，且透過傳真或其他電子方式交換的簽名與原始簽名具同等效力。

7.11 委任代理。

聯盟聲明並保證，各機構均確認並同意受本協議條款和條件所約束，包括但不限於本協議中規定之存取及使用服務限制。聯盟將通知附表 2 中指明之各機構有關存取之條款和條件。