

ENHANCED ACCESS MASTER AGREEMENT

Agreement with Wiley internal number 30381 dated as of December 15, 2022 (the "Agreement") between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 ("Wiley US", and collectively with its affiliates "Wiley"), and Swami Rama Himalayan University (hereinafter called SRHU), a university established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013 having its registered office at Swami Ram Nagar, Swami Ram Nagar, P.O. Jolly Grant, Dehradun, UTTARAKHAND 248016 INDIA (the "Customer").

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number 30381 between Wiley and the Customer including the Appendices and Schedules, which are incorporated herein by reference or signed by the parties and governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Authorized Users** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products and fit into one or more of the below categories:
 - 1.2.a. current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer,
 - 1.2.b. contractors engaged by the Customer, and
 - 1.2.c. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library or the Electronic Products from designated terminals with a Customer-controlled authentication method and valid parameters. These designated terminals must be physically located in libraries or similar physical premises directly controlled by the Customer.
- 1.3. **Customer** means the customer named above, as further defined in Schedule 1, which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement.
- 1.4. **Electronic Products and Services** means all products, services, and content available in Wiley Online Library will be deemed included within the definition of Electronic Products and Services. Details specific to the type of electronic products or services licensed hereunder as well as fees and the Customer's access rights are provided in the appropriate Appendix.
 - 1.4.a. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.
 - 1.4.b. **Licensed Electronic Services** means the electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, including but not limited to:
 - 1.4.b.i. *EarlyView for Journals*— publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 - 1.4.b.ii. *Saved Title Alerts for Journals* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available



online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

- 1.5. **Intellectual Property Rights**, these rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
- 1.6. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer's authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1. Except in the case of written request from the Customer to the contrary, in addition to the methods set forth in Schedule 1, Wiley will enable Federated authentication through Shibboleth Federation and OpenAthens using Customer's access federation and entity ID if such information is available to Wiley.
- 1.7. **Wiley Online Library** means the online service (or any successor thereto) or other platform available from or designated by Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

2. ACCESS RIGHTS

- 2.1. **General Access Right.** Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access via Wiley Online Library, the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
- 2.2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.
- 2.3. **Unlimited Concurrent Users.** The Customer grants access to Wiley Online Library, and to the Licensed Electronic Products only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
- 2.4. **Intellectual Property Rights.** The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
- 2.5. **Perpetual Access Rights.** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to specific content from certain Licensed Electronic Products if and only as stated in the specific Appendix. When such Perpetual Access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published or additional online features not provided with the print versions of such content, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements in this Agreement. By providing such Perpetual Access, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Section 3 of the Agreement, which survive any termination of the Agreement.

3. TERMS AND CONDITIONS OF USE

- 3.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.



- 3.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research and the Customer's internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
- 3.1.b. All Authorized Users who access Wiley Online Library have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
- 3.1.c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited
- 3.1.d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 3.1.e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
- 3.1.f. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein.



- 3.1.g. Authorized users have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein.
- 3.2. Except as provided in Section 3.1 above or with respect to material published on an open access basis, (which material is governed by the corresponding open access license), Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library and the Electronic Products. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
- 3.5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or infringes Wiley's Intellectual Property Rights, or hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and, the Licensed Electronic Products by such Authorized User or to terminate the authentication method and parameters immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Customer of its intention to terminate such access and will allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer must notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

4. FEES AND CHARGES

- 4.1. Fees and charges for online access to Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice. Wiley's fees do not include any direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes, together with any interest and any penalties (collectively, "Taxes"). Customer will pay to Wiley the full amount of any invoice lawfully issued under the terms of this Agreement.
- 4.2. In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the provision of any products or services, including but not limited to access to the Licensed Electronic Products, if the Customer fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this option, the Customer will not be entitled to any reduction in the payment due, nor refund due to the suspension.



- 4.3. The Customer is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
- 4.4. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement.
- 4.5. Wiley will annually send the Customer an Invoice Agreement Letter ("IAL") or equivalent written communication, which may be accompanied by updated Product Appendices.
 - 4.5.a. The Fees for the period set forth in the IAL, or written equivalent are applicable and due upon any one of the following:
 - 4.5.a.i. the Customer's signature on the annual IAL; or
 - 4.5.a.ii. the Customer's signature of the Product Appendices; or
 - 4.5.a.iii. the Customer's written acceptance of the annual fees via email; or
 - 4.5.a.iv. access enablement by Wiley to the Licensed Electronic Products upon Customer's request.
 - 4.5.b. Except as specifically set forth in the IAL or equivalent written communication as set forth above, the terms and conditions of this Agreement including updated Appendices continue to apply.
- 4.6. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

5. MUTUAL OBLIGATIONS

- 5.1. In addition to the obligations set forth herein, Wiley will:
 - 5.1.a. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
 - 5.1.b. Provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
- 5.2. In addition to the obligations set forth herein, the Customer will:
 - 5.2.a. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - 5.2.b. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters on Schedule 1 or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high



volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;

- 5.2.c. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any Parameters that do not meet the preceding criteria.
- 5.2.d. Use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- 5.2.e. Except with respect to material published on an open access basis, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

6. PRIVACY AND DATA PROTECTION POLICY

- 6.1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>

7. TERM AND TERMINATION

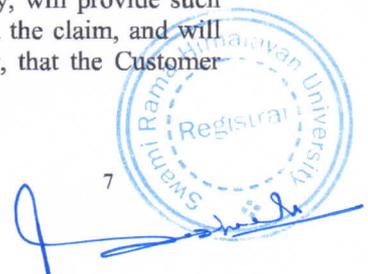
- 7.1. The Term of this Agreement commences on January 1, 2023 and ends on December 31, 2023 (the "Term").
- 7.2. Wiley may terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer will assist Wiley as necessary.
- 7.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach.



- 7.4. During the term of each applicable Appendix, the Customer may license additional Electronic Products under such Appendix and this Agreement. If the Term of the Agreement as set forth in Section 7.1. is extended, the term of the applicable Appendix(ces) will be automatically extended to run concurrently with the Term in order to allow the Customer to continue to license additional products under such Appendix in subsequent years. Notwithstanding anything to the contrary, the Appendix term may never exceed the Term.

8. WARRANTY AND DISCLAIMERS

- 8.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
- 8.2. Wiley Online Library or the Electronic Products may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
- 8.3. Except for the warranties provided by Wiley in Section 8.1 above,
- 8.3.a. WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,
- 8.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK,
- 8.3.c. ACCESS TO WILEY ONLINE LIBRARY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
- 8.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN THEREIN, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 8.4. Wiley will indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for two years. This indemnity will not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.
- 8.5. The Customer will give prompt notice of an infringement claim to Wiley, will provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and will allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.



9. CONFIDENTIALITY PROVISIONS

- 9.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
- 9.2. The Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

10. GENERAL PROVISIONS

- 10.1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 10.2. This Agreement shall be governed by the laws of India. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be New Delhi, India. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. The language of the arbitration shall be English.
- 10.3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 10.4. Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused.
- 10.5. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like



manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.

- 10.6. This Agreement with Wiley internal number 30381 constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any section of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 10.7. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.




SCHEDULE 1 - CUSTOMER INFORMATION

Name of the Customer: Swami Rama Himalayan University

Listing of all addresses for the Customer:

Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand 248016

Full List of Customer's Secure Network Authentication Method and Parameters:

Shibboleth IDs or OpenAthens : NA

Access Federation Name (e.g., InCommon): NA

Entity ID: NA

eduPersonScoped Affiliation attribute (e.g.member@example.com) (if applicable): NA

Proxy IP addresses: 65.1.35.197 (Remotlog)

IP addresses:

14.139.239.38-54 (BSNL)

115.240.64.89-96 (Reliance Jio)

Agreement Administrator:

Name: Dr. Susheela Sharma (Registrar)

Address: Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand-248016

Telephone: 0135-2471102

E-mail: reg@srhu.edu.in.

Customer's Technical Contact:

Name: Yogendra Singh (University Librarian)

Address: Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand-248016

Telephone: 0135-2471323

E-mail: centrallibrary@srhu.edu.in

FTE Count: 2000

For this purpose, in the case of academic customers FTEs are defined as full-time equivalents; in the case of corporate and government customers FTEs are defined as full-time employees. For clinical customers (of no academic nature) FTEs are defined as full-time clinical staff.



LICENSED ELECTRONIC PRODUCTS

APPENDIX B(c): JOURNALS – Custom Collections

Customer: Swami Rama Himalayan University

Custom Collections are defined herein as the online editions of Wiley journals to which the Customer does not subscribe and pay a full rate institutional online only subscription fee. The Customer will obtain online access to these Wiley journals (not included in the Customer's Core Collection) by licensing a Custom Collection.

1. **Title List:** The complete list of titles for the Customer's Custom Collection is in Appendix B(c)1.
2. **Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the Custom Collection journals and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals where Wiley has the rights to deliver this, but not materials in Backfiles.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the titles in the Custom Collection for the term that the Customer has paid for access to the titles in the Custom Collection where Wiley has the rights to deliver this
4. **Custom Collection Fee:** The Customer will pay a Collection Fee to access the Custom Collection in addition to its Core Collection Fee.
5. **Fees:**
 - 5.1. **Year 1 - 2023:**
 - 5.1.a. **Total Custom Collection Fee:** USD 19,065.18
 - 5.1.b. **Fee Increase Cap:** %.
6. **New Titles:** New Titles can be added annually under the following terms and conditions:
 - 6.1. The fee increase cap set forth above will only apply to the existing titles in the Custom Collection.
 - 6.2. The fee for the new titles will be calculated at the same percentage of the full rate institutional online only subscription fee initially used to calculate the original Collection Fee.
 - 6.3. Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however, these titles may be added to the Customer's Core Collection.
 - 6.4. The Customer may add new journals to its Core Collection at the current full rate institutional online only subscription fee.



APPENDIX B(c)1: JOURNALS – Custom Collections – Title List

Customer: Swami Rama Himalayan University

Collection	Title	Journal Code	ISSN/ ISBN
Custom	Otolaryngology-Head and Neck Surgery	OHN	10976817
Custom	Arthritis & Rheumatology	ART	23265205
Custom	Arthritis Care and Research	ACR	21514658
Custom	Clinical Teacher, The	TCT	1743498X
Custom	Acta Ophthalmologica	AOS	17553768
Custom	Addiction	ADD	13600443
Custom	Annals of Neurology	ANA	15318249
Custom	BJOG: An International Journal of Obstetrics and Gynaecology	BJO	14710528
Custom	BJU International	BJU	1464410X
Custom	Cancer	CNCR	10970142
Custom	Cancer Cytopathology	CNCY	19346638
Custom	Clinical & Experimental Ophthalmology	CEO	14429071
Custom	Clinical Anatomy	CA	10982353
Custom	Clinical Pharmacology & Therapeutics	CPT	15326535
Custom	Histopathology	HIS	13652559
Custom	International Journal of Geriatric Psychiatry	GPS	10991166
Custom	Journal of the European Academy of Dermatology & Venereology	JDV	14683083
Custom	Journal of Surgical Oncology	JSO	10969098
Custom	Medical Education	MEDU	13652923
Custom	Pediatric Dermatology	PDE	15251470
Custom	The Laryngoscope	LARY	15314995
Custom	Transfusion Medicine	TME	13653148
Custom	Vox Sanguinis	VOX	14230410

Total Fee in Year 2023	USD 19,065.18
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