

Institutional Subscriber Agreement

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_____ (“Subscriber”).

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- 1) publish, distribute, or disseminate content from the Subscriber Only section of the Technology Science Websites outside the institution by any means.
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This subscription license is executed once the signed agreement and payment of \$25,000 is received by the Lab. (Make checks payable to "Harvard University".) This Subscription is good for one year from the date of execution. At renewal time, Lab will provide the Subscriber with pricing information for the following year and will invoice the Subscriber for renewal. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Subscriber's continued access to online content. Failure to pay the invoice will cancel the subscription with no additional amount due.

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Subscriber agrees to indemnify and hold Harvard and its affiliates, employees, faculty members, students, members of its governing boards and agents harmless from and against any claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees arising out of or relating to Subscriber's breach or alleged breach of any provision of this Agreement, or any other negligent or wrongful act or omission of Subscriber. Subscriber shall not be obliged to pay or indemnify any settlement amount unless it has consented to the settlement, such consent not to be unreasonably withheld.

VII. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains and constitutes the entire agreement between the parties with respect to the License and supersedes and cancels all previous negotiations, agreements, commitments, and writings relating to the Subscription. It may be amended only by an agreement in writing that refers explicitly to this Agreement, signed by each of the parties hereto. The terms of this Agreement shall apply only to the License and not to any other relationship between the Subscriber and Harvard under any other agreement.

VII. NO ASSIGNMENT

This Agreement may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other. Any assignment or transfer without such consent shall be void.

VIII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

Please direct any questions regarding the Agreement to our Subscriber Services Department at subscribe@techscience.org.

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year below.

On behalf of the Subscriber,

Authorized Signatory Date

Name Title

Institution

Street Address

City State/Province Zip/Postal Code

Country (if not United States)

Name and Email Address of Authorized User 1

Name and Email Address of Authorized User 2

Name and Email Address of Authorized User 3

On behalf of Technology Science,

Authorized Signatory Date

Name Title

Technology Science
1737 Cambridge St, 3rd fl
Cambridge, MA 02138