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7.1 Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Netherlands.

7.2 Arbitration. Any disputes, regardless of their nature, that arise between the parties as a result of or in connection with the agreement or as a result of or in connection with further agreements in execution thereof will be submitted to the jurisdiction of the competent court in Arnhem.

7.3 Force Majeure. Licensor shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control. Such conditions are including but not limited to: war, strike, operational breakdown, fire, shortage of raw materials, equipment and employees, accidents, transport problems, the failure of suppliers, mobilisation, state of siege, quarantine, epidemics, disturbances and import and export barriers and other barriers caused by government measures or provisions or weather conditions. Force majeure is also understood to include failures in a telecommunication or other network or connection or in used communication systems and/or the unavailability of the website.

7.4 Notices. All notices given pursuant to this Agreement shall be in writing and shall be sent to the contract addresses noted in the first paragraph of this Agreement.

7.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

7.6 Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

7.7 Any provisions not specifically addressed in this Agreement shall be subject to the General terms and conditions of sale and delivery of the Licensor.
Signatures
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the Effective Date.

Wageningen Academic Publishers B.V.   Licensee’s Signature Block

Mike Jacobs            [Signature]
Managing Director     [Printed Name]
Marijkeweg 22,        [Title]
6709 PG Wageningen (NL) [Address]
+31 (0)317 476516     [Telephone Number]
Jacobs@WageningenAcademic.com [Email Address]
Appendix 1

Electronic Products

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Appendix 2

Licensee: Name Licensee

Site/Campus location: ....................

Estimated total number of Authorized Users: ....................

IP ranges: ....................

Name and e-mail address administrator: ....................

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Licensee) are not Sites, unless expressly stated above.

The Licensee will promptly notify Licensor of any material changes in the number of Authorized Users, which changes may result in Licensor terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact
Name: ....................
Title: ....................
Address: ....................
E-mail: ....................
Phone: ....................

Billing address and details:
Organisation: ....................
Department: ....................
Name: ....................
Address: ....................
E-mail: ....................
Phone: ....................
Reference number (to be mentioned on the invoice): ....................
VAT number (if applicable): ....................

The Licensee will promptly notify Licensor of any changes to any of the contact information above.

Authorized Signature:

Title:

Date: