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3) **Servers.** Serials Solutions will use commercially reasonable efforts to provide those products and services hosted on Serials Solutions’ servers on a continuous basis and free from viruses or other harmful software. Neither Serials Solutions nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line Services or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of Serials Solutions.
4) **Fees and Payments.** You will pay the fees for the Services as shown on the applicable Term Sheet, attached invoice, or accepted purchase order. You will pay the fees for the Services within thirty (30) days of your receipt of the Serials Solutions invoice.

5) **Term and Termination.**
   a) For subscription based Services, this Agreement shall continue until the Expiration Date listed on the Term Sheet, an attached invoice or an accepted purchase order to this Agreement or, if the subscription is renewed, until the new Expiration Date. The license granted under this Agreement shall continue for the term specified and terminate only upon your breach of this Agreement. Serials Solutions may suspend delivery of Services to you if you fail to comply with your obligations under this Agreement and Serials Solutions can pursue any other legal remedy available to it.
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7) **Additional Materials.** From time to time during the term of this Agreement, Serials Solutions may add, delete or modify information, databases, materials, capabilities or services to the Services. All such information, databases, materials, capabilities and services shall be subject to the terms and conditions of this Agreement at the time they are added to the Services.

8) **Hardware and Software.**
   a) Serials Solutions may designate that certain hardware and software are capable of operating compatibly with the Services, but such designation means only that the hardware or software appears to meet the necessary requirements of the Services. SERIALS SOLUTIONS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY SERIALS SOLUTIONS WITH THE PRODUCTS AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE PRODUCTS.
   b) You are responsible for local telecommunication connections if they are needed and the charges therefore.

9) **Limited Warranty and Disclaimer of Warranty.** Serials Solutions warrants that it has all rights necessary to enter into this Agreement and to provide the Services to you.
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11) Miscellaneous.
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   b) Taxes. You are responsible for any sales, use, VAT, personal property or other local taxes (except those based on Serials Solutions’ income) or import duties imposed on the Services.
   c) Waiver. Failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such or other provisions of this Agreement.
   d) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter. The terms of your Purchase Orders, if any, are for your convenience and do not supersede any term or condition of this Agreement.
   e) Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
   f) Governing Law. The Agreement shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions.
   g) Effective Date. This Agreement shall be effective on the Subscription Start Date listed on the Term Sheet or, for on-line Services, as of the first date on which the Services are provided to you.