

Master Agreement



This Elsevier Master Agreement is entered into as of **01-Jan-2026** ("Effective Date") by and between Amala Institute of Medical Sciences, Sh 69 Amala Nagar Thrissur 680555 India ("Client"), and Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The general terms and conditions are set forth herein, with specific Products (as defined herein) subscribed under this Elsevier Master Agreement which may be added via schedules from time to time by execution of subsequent schedules (each a "Schedule") subject to the terms and conditions set forth therein ("Product Specific Terms"). All Schedules signed in conjunction with this Elsevier Master Agreement or subsequently added will be incorporated by reference into this Elsevier Master Agreement. Each such Schedule, together with the terms and conditions of this Elsevier Master Agreement, are referred to collectively herein as the "Agreement". In the event of any conflict between the terms of this Elsevier Master Agreement and any Product Specific Terms, the Product Specific Terms will govern with respect to the applicable Product(s).

Section 1: Scope

1.1. Authorized Uses of the Products.

Elsevier hereby grants to Client the non-exclusive, non-transferable, right to access and use the products and services identified in the attached Schedules ("Products", also referred to as "Subscriptions" or "Subscribed Products") and provide the Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement and the Product Specific Terms set forth in the applicable Schedule(s).

1.2. Authorized Users/Sites.

"Authorized Users" and "Sites" are the users and sites identified in the Product Specific Terms applicable to each Product.

1.3. Restrictions on Use of Products.

Except as expressly stated in this Agreement or otherwise permitted in the applicable Product Specific Terms or in writing by Elsevier, Client and its Authorized Users may not:

- deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users;
- abridge, modify, translate, examine, test, subject to simulated input, reverse engineer, duplicate, or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;



Dr. Julius Arakkal CMI
Director

• remove, obscure or modify notices or disclaimers as they appear in the Products:

- use any robots, spiders, crawlers or other automated downloading programs, tools or devices, or any similar or equivalent process, to search, scrape, extract, deep link, index and/or disrupt the working of the Products;
- reproduce, transfer, sublicense or redistribute the Products (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof;
- use the 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).

Authorized Users who are individuals who are independent contractors (or are employed by independent contractors) may use the Products only for the purposes of the contracted work for Client.

1.4. Intellectual Property Ownership.

Client acknowledges that all right, title and interest in and to the Products and documentation, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to confidential information and methodologies, patents, copyrights, trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by Elsevier, belongs to and remains exclusively with Elsevier or its suppliers, subject only to the limited rights expressly granted to Client herein. Client acknowledges further that the unauthorized redistribution of the Products could materially and irreparably harm Elsevier and its suppliers.

Except as otherwise provided in the Product Specific Terms, any modification or enhancement to any Product developed by Client with or without advice or support by Elsevier or by Elsevier for Client, whether or not reimbursed by Client and whether or not developed in conjunction with Client's employees, agents, or contractors, are the exclusive property of Elsevier. During and following the Term of this Agreement, Elsevier may use, copy, store, transmit and reformat all aggregated, de-identified data from Client's use of the Product for its own business purposes.

Section 2: Elsevier Performance Obligations

2.1. Access to Products.

Elsevier will make the Products accessible to Client and its Authorized Users as set forth in the applicable Product Specific Terms, or as may be otherwise set forth herein.

2.2. Withdrawal of Content.

Elsevier reserves the right to withdraw from the 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. In addition, for Products for which content is routinely updated, Elsevier may withdraw certain content for editorial, usage, currency, or other commercially reasonable reasons.

Amended and Restated

John Aerial CMI
2014

3.1. Authentication.

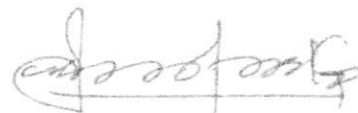
Access to each Product will be authenticated as provided for in the applicable Product Specific Terms.

3.2. Protection from Unauthorized Access and Use.

Client will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by Client or any third party, through or to (a) the Client's credentials used to access the Products; and (b) the Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Products to Authorized Users;
 - 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 Products only to Authorized Users, not divulge any passwords or credentials to any third party, notify all Authorized Users not to divulge any passwords or credentials to any third party, and promptly request that Elsevier revoke any passwords or credentials to those who are no longer Authorized Users;
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Client by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Products by its passwords or credentials used to access the Products to ensure that such access was in compliance with all terms and conditions herein; and
- upon becoming aware of any unauthorized use of the Products, promptly notify Elsevier of such unauthorized use, identify the origination of such unauthorized use, and take appropriate steps to end such activity and to prevent any recurrence.

in the event of any unauthorized use of the Products, Elsevier may immediately suspend the access and/or require that Client immediately suspend the access from where the unauthorized use occurred.



Fr. Julious Arakkal CMJ
Director

Client agrees that Client will have in place documented policies and procedures, which will be reviewed by Client, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Client will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

3.4. Patient Care.

Client acknowledges and agrees that Elsevier and its affiliates, subsidiaries, agents, and suppliers ("Elsevier Covered Entities") provide no medical advice in connection with the Products, that the Products are designed for and are intended to be used by trained healthcare professionals exercising knowledge and discretion in application of the Products, and that the duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care. The information contained in the Products may include or incorporate third party information which is not subject to evaluation by Elsevier and the Products are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of healthcare professionals in patient care. Client assumes all responsibilities, duties, and obligations for any treatment, decision, or advice made or given to third parties as a result of the use or application of the Products.

Section 4: Fees and Payment Terms

Client will pay Elsevier in accordance with the fee schedules for each Product as set forth in the Product Specific Terms in the applicable Schedules (the "Fees"). Unless otherwise stated therein, Fees are due within thirty (30) days of invoice. Late payments will be subject to interest charges of 1% per month on any unpaid balance. Elsevier and Client acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax, and Client will be liable for any such taxes in addition to the Fees. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Products without incurring liability if (i) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or, (ii) any invoice is outstanding under previous subscription agreements between parties for the Products. The suspension of Client's access for non-payment or on any other grounds provided herein is without prejudice to Client's obligation to pay its outstanding and future invoice amounts in full.

During the term of this Agreement, and for up to one (1) year after all Fees due hereunder for use of the Products cease to be incurred by Client, upon reasonable notice to Client, Elsevier and/or its agents or representatives may audit Client's compliance with this Agreement, including any Schedules attached hereto. During this time, Client will keep and maintain clear, accurate, and complete books and records, including, without limitation, all records relating to Client's compliance with this Agreement and relating to the Fees payable hereunder. In the event that any fees payable hereunder are variable based on usage or other factors, if an audit reveals an underpayment by Client, Client will promptly make any such payments, including interest and charges as provided in this Section 4, and in the event of an underpayment of five percent (5%) or more will reimburse Elsevier for the cost of such audit.



By: Juhada Abdul CMI
Director

5.1. Agreement Term.

The term of this Agreement will commence on the Effective Date and continue until terminated as provided for herein. Either party may terminate this Agreement upon thirty (30) days written notice if at any time there are no active Product Specific Term Schedules. The term of use for each Product will be as set forth in the applicable Schedule, provided that either party may terminate any Schedule as provided for herein.

5.2. Termination of Discontinued Products

If a Product subscribed under a Schedule to this Agreement is discontinued, Elsevier may terminate the discontinued Product from the applicable Schedule by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid subscription Fees for the discontinued Product.

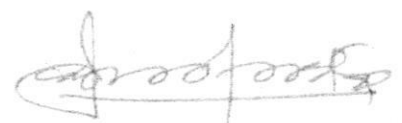
5.3. Effect of Expiration or Termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, if this Agreement or any Schedule(s) is terminated or expires:

- all rights granted herein or therein will immediately cease;
- Client will immediately return, delete or destroy, at Elsevier's discretion, all Elsevier property including but not limited to any and all copies of the applicable Products and any other Elsevier intellectual property, files, data and/or links in its possession, custody or control and remove such materials from any and all of Client's systems, sites and/or software;
- Client will certify to Elsevier in writing within five (5) days that it has complied with the foregoing; and
- Client will pay Elsevier all amounts due and owing under this Agreement and/or the applicable Schedule as of the date of expiration or termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, as of the date of termination, Client will have no further right or authority to use the applicable Products in any manner and Elsevier will be relieved of any and all obligations to Client under this Agreement and/or the applicable Schedule(s). Elsevier's termination of this Agreement and termination of access to the Products will be without prejudice to any other remedies Elsevier may lawfully have.

Section 6: Elsevier representations, warranties and



Pr. Julious Arakkel CMI
Director

6.1. Elsevier Representations and Warranties.

Elsevier represents and warrants that (i) it has used and shall use reasonable efforts to ensure that the Products are accurate, up-to-date, and compiled and reviewed consistent with accepted industry practices; and (ii) use of the Products in accordance with the terms and conditions herein will not infringe the proprietary or intellectual property rights of any third party.

In the event any Product is determined to be subject to the proprietary or intellectual property rights of any third party, Elsevier agrees, at its option, to either (i) procure for Client the right to continue using such Products, (ii) replace or modify such Products to be non-infringing, or (iii) discontinue and terminate this Agreement or the Product Specific Terms applicable to the infringing Products upon written notice to Client and refund to Client a prorated portion of the Fees paid hereunder for the length of time Client was unable to use such Products. If such refund occurs, Elsevier will be released from all liability for all existing and future claims or obligations related to such Products except as specifically set forth herein.

6.2. Indemnities.

Elsevier will indemnify, defend and hold harmless the Client from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys' fees) ("Losses") arising from or out of any third-party action or claim that use of the Products in the form delivered by Elsevier to Client and 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 Client 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 STATED HEREIN AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PRODUCTS AND ANY OTHER DATA, DOCUMENTATION AND MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AND ELSEVIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD-PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE PRODUCTS. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY ELSEVIER OR ANY AGENT OR REPRESENTATIVE OF ELSEVIER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6.4. Limitation of Liability.

Except to the extent prohibited by applicable law, in no event will Elsevier Covered Entities be liable for lost profits or for any indirect, incidental, special, consequential, or punitive damages including, but not limited to, loss of data, business interruption, loss of profits, personal injury, or property damage arising out of or in connection with this Agreement, even if an Elsevier Covered Entity has been advised of the possibility of such liability or damages. Except for the express indemnities stated herein, the liability of Elsevier Covered Entities will not exceed a sum equal to the Fees paid by the Client for the



Dr. Julious Arakical CMI
Director

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 Client.

7.5. Assignment.

Client will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6. Notices.

All notices pursuant to this Agreement must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision.

If to Elsevier:

Notices of non-renewal: cancellations@elsevier.com

Other notices: c/o Regional Sales Office, Elsevier (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore.

If to Client: Amala Institute of Medical Sciences, Sh 69 Amala Nagar Thrissur 680555 India.

7.7. Confidentiality.

The Client and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement, the Products, any discussions or information related to products and services the parties may offer to one another in the future and the reports delivered to the Client.

7.8. Compliance with Laws.

Elsevier reserves the right to deny online access to the Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

7.9. Privacy.

To the extent that the Client 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") (where the term "Subscriber" refers to Client). 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.



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Fr. Julious Arakkal CMI
Director

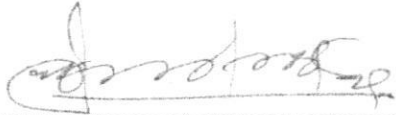
7.10. Execution.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**Amala Institute of Medical Sciences
(Client)**

**Elsevier B.V.
(Elsevier)**



Name:

Name:

Title: Fr. Julious Arakkal CMI
Director

Title:

Date:

Date:



Product Specific Terms

ClinicalKey



Schedule 1 Amala Institute of Medical Sciences Elsevier Master Agreement dated 01-Jan-2026

The parties hereto agree as follows:

1. Products.

Elsevier hereby grants to Client a non-exclusive, non-transferable, right to access and use the Products set forth in Table 1 of Annex A to this Schedule ("Products"), and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference.

2. Authorized Users.

Authorized Users are defined as the full-time and part-time students, faculty, staff and researchers affiliated with Client's Site(s) and individuals using computer terminals on site at the Site(s) permitted by Client to access Products for purposes of personal research, education or other non-corporate use ("Walk-in Users"). Distribution of usernames, passwords, credentials or otherwise providing remote access to the Products by Authorized Users who are Walk-in Users is not permitted. Any Students who graduate or leave the Client's school cannot continue to receive access to the Subscriptions. The maximum number of Authorized Users is set forth in Table 1 of Annex A to this schedule. Client shall promptly notify Elsevier of any increase in the number of Authorized Users and such increase may result in a fee adjustment effective as of the date of such increase and payable in accordance with the payment terms set forth in the Master Agreement. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum number of Authorized Users is set forth in Table 1 of Annex A to this Schedule.

3. Authorized Uses.

Each Authorized User may:

- access, search, browse and view Products;
- print, download and store a reasonable portion of individual items from the Products for the exclusive use of such Authorized User;
- incorporate links to the Products on Client'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;
- print out single copies of patient education handout sheets from the Products to reactively supply to Client's patients and customers in response to their requests for medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases; and

Amala Institute of Medical Sciences ECR-558776, CON-023513

Fr. Julious Arakkal CMI
Director



Product Specific Terms

ClinicalKey



Schedule 1 Amala Institute of Medical Sciences

Elsevier Master Agreement dated 01-Jan-2026

The parties hereto agree as follows:

1. Products.

Elsevier hereby grants to Client a non-exclusive, non-transferable, right to access and use the Products set forth in Table 1 of Annex A to this Schedule ("Products"), and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference.

2. Authorized Users.

Authorized Users are defined as the full-time and part-time students, faculty, staff and researchers affiliated with Client's Site(s) and individuals using computer terminals on site at the Site(s) permitted by Client to access Products for purposes of personal research, education or other non-corporate use ("Walk-in Users"). Distribution of usernames, passwords, credentials or otherwise providing remote access to the Products by Authorized Users who are Walk-in Users is not permitted. Any Students who graduate or leave the Client's school cannot continue to receive access to the Subscriptions. The maximum number of Authorized Users is set forth in Table 1 of Annex A to this schedule. Client shall promptly notify Elsevier of any increase in the number of Authorized Users and such increase may result in a fee adjustment effective as of the date of such increase and payable in accordance with the payment terms set forth in the Master Agreement. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum number of Authorized Users is set forth in Table 1 of Annex A to this Schedule.

3. Authorized Uses.

Each Authorized User may:

- access, search, browse and view Products;
- print, download and store a reasonable portion of individual items from the Products for the exclusive use of such Authorized User;
- incorporate links to the Products on Client'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;
- print out single copies of patient education handout sheets from the Products to reactively supply to Client's patients and customers in response to their requests for medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases; and

Amala Institute of Medical Sciences: F05A9587246 0011L023513

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Pr. Julious Arakkal CMI
Director



- pull figures, images, and tables from ClinicalKey into the ClinicalKey Presentation Maker™ for use in the creation of internal or external presentations and for training purposes, by or for the benefit of Client, provided that the Authorized User obtains permission for such use of ClinicalKey content that is credited to a third-party from such third-party, if necessary; each copy of the presentation will carry appropriate credit to the content owner; and all such uses are non-commercial.
- store individual journal articles from ClinicalKey in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from ClinicalKey with third party colleagues individually for their scholarly or research use; and
- share individual journal articles from ClinicalKey with a limited number of third-party colleagues as part of an invitation only working group on non-commercial platforms or tools for personal, scholarly or research use; and

4. Authentication

Access to the 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 set forth in Table 2 of Annex A to this Schedule.

5. Site(s).

Site/Sites are defined as Client's locations set forth in Table 2 of Annex A to this Schedule. Other institutions and organizations that reside or do business at the location(s) set forth in Table 2 of Annex A to this Schedule (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated in Table 2 of Annex A to this Schedule. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

6. Access to Products.

Elsevier will make the Products accessible to Client and its Authorized Users from the internet address set forth in Table 1 of Annex A to this Schedule, upon receipt by Elsevier of this Schedule document in the territory of The Netherlands, as duly signed by the Client, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

7. Term.

This Schedule will be effective as of Term Start Date and shall expire on Term End Date. Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either party gives the other party written notice of its intent not to renew this Schedule, to be received in accordance with the Notices section of the Master Agreement no later than ninety (90) days prior to the end of the then-current term.

Payment Term:	90 Net	Term Start Date:	01-Jan-2026	Term End Date:	31-Dec-2030
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Fr. Julious Arakkal CMI
Director

8. Payment to Sales Agent.

Client will be invoiced by and will pay the fees set forth in Table 1 of Annex A to this Schedule (the "Fees") to Elsevier's sales agent identified as the Billing Contact on this Schedule (the "Agent") in accordance with terms agreed upon between Client and the Agent. If Client fails to pay the full amount of the Agent's invoice on a timely basis, Elsevier may suspend Client's access to the Products until the unpaid amounts of such invoice are paid. Elsevier and Client acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Client will be liable for any such taxes in addition to the Fees.

9. Usage Data Reports.

Elsevier will make usage data reports on Client's usage activity regarding ClinicalKey available, upon Client's request, on a monthly basis to the librarians/administrators employed by Client for internal use only. Such reports may be accessed by vendors or other third parties retained by Client only with the express written permission of Elsevier and for the purpose of usage analysis of Client.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the Term Start Date above written.

**Amala Institute of Medical Sciences
(Client)**

**Elsevier B.V.
(Elsevier)**



Name: Dr. Julius Arakkal CMI
Title: Director

Name:
Title:



Annex A to Schedule 1

Table 1: Products and Fees

Product(s)	Number of Authorized Users	Access	Annual Fee (USD)
Year 1 (1/1/2026 - 31/12/2026)			
ClinicalKey Flex	Number of Students : 600	clinicalkey.com	45,500.00
Subtotal:			45,500.00
Year 2 (1/1/2027 - 31/12/2027)			
ClinicalKey Flex	Number of Students : 600	clinicalkey.com	45,500.00
Subtotal:			45,500.00
Year 3 (1/1/2028 - 31/12/2028)			
ClinicalKey Flex	Number of Students : 600	clinicalkey.com	45,500.00
Subtotal:			45,500.00
Year 4 (1/1/2029 - 31/12/2029)			
ClinicalKey Flex	Number of Students : 600	clinicalkey.com	48,230.00
Subtotal:			48,230.00



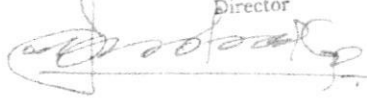
(Handwritten Signature)

Fr. Julious Arakkal CI
Director

Product(s)	Number of Authorized Users	Access	Annual Fee (USD)
Year 5 (1/1/2030 - 31/12/2030)			
ClinicalKey Flex	Number of Students : 600	ClinicalKey Flex	49,140.00
Subtotal:			49,140.00
Total Fees:			233,870.00

Table 2: Sites and Access

Sites:	Authentication:
Sh 69 Amala Nagar Thrissur 680555 India	IP Address Range/VPN: JIO = 136.232.233.54 TATA = 14.98.237.238 VI = 122.15.159.161 BSNL = 117.244.80.67 to 117.244.80.69 Asianet = 111.92.87.213
Primary Contact: Fr. Julious Arakkal central_branv@amalamis.org Client Address: Sh 69 Amala Nagar Thrissur 680555 India	Billing Contact: L Vasanthakrishnan vlchnn@alliedchennai.net Billing Address: Allied Publishers Subscription Agency 1st Floor, Dubash House, 15 J N Heredia Marg, Ballard Estate, Mumbai, Maharashtra 400001. India.

Fr. Julious Arakkal CM1
 Director




ORDER FORM Complete Anatomy



Order Form 1 Amala Institute of Medical Sciences

Amala Institute of Medical Sciences		Elsevier B.V.	
All notices pursuant to this Order Form must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision.			
Client Address	Sh 69 Amala Nagar Thrissur 680555 India	Elsevier Address	Radarweg 29, 1043 NX Amsterdam, The Netherlands
Billing Address	Allied Publishers Subscription Agency 1st Floor, Dubash House, 15 J N Heredia Marg, Ballard Estate, Mumbai, Maharashtra 400001.	Notice of non-renewal	cancellations@elsevier.com
Billing Contact	L. Vasanthakrishnan lvk@alliedpublishers.net		
Primary Contact	Fr. Julious Arakkal central@amalaams.org		

This order as reflected in this Order Form and the Product Specific Terms set forth below ("Order Form") are subject to Elsevier Terms and Conditions of Supply attached hereto and incorporated herein by reference. In the case of any discrepancy, conflict, or contradiction between the terms in this Order Form and the Elsevier Terms and Conditions of Supply, the terms in this Order Form shall prevail.

Payment Term	Term Start Date	Term End Date
90 Net	07-Nov-2025	06-Nov-2030

Term. This Order Form will be effective as of Term Start Date and shall expire on the Term End Date as specified in this Order Form. Thereafter, this Order Form will automatically renew for successive one (1) year terms, as further outlined in Elsevier Terms and Conditions of Supply.

Payment to Sales Agent. Client will be invoiced by and will pay the fees set forth in Table 1 (the "Fees") to Elsevier's sales agent identified as the Billing Contact on this Order Form (the "Agent") in accordance with terms agreed upon between Client and the Agent. If Client fails to pay the full amount of the Agent's invoice on a timely basis, Elsevier may suspend Client's access to the Products until the unpaid amounts of such invoice are paid. Elsevier and Client acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Client will be liable for any such taxes in addition to the Fees.

Table 1: Products and Fees

Product(s)	Number of Authorized Users	Access	Annual Fee (USD)
Year 1 (07 Nov 2025 - 06 Nov 2026)			
Complete Anatomy	Number of Students : 100	3rd medical college access	4,500.00
Subtotal:			4,500.00

Fr. Julious Arakkal CMI
Director

Product(s)	Number of Authorized Users	Access	Annual Fee (USD)
Year 2 (07 Nov 2026 - 06 Nov 2027)			
Complete Anatomy	Number of Students : 100	304medical.com 2026-2027	4,500.00
	Subtotal:		4,500.00
Year 3 (07 Nov 2027 - 06 Nov 2028)			
Complete Anatomy	Number of Students : 100	304medical.com 2027-2028	4,500.00
	Subtotal:		4,500.00
Year 4 (07 Nov 2028 - 06 Nov 2029)			
Complete Anatomy	Number of Students : 100	304medical.com 2028-2029	4,770.00
	Subtotal:		4,770.00
Year 5 (07 Nov 2029 - 06 Nov 2030)			
Complete Anatomy	Number of Students : 100	304medical.com 2029-2030	4,860.00
	Subtotal:		4,860.00
	Total Fees:		23,130.00

Table 2 Sites and Access

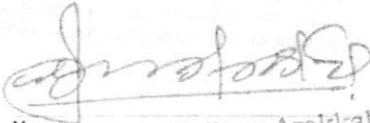
Sites:	Authentication:
Sh 69 Amala Nagar Thrissur 680555 India	Activation Codes Student License 1 Activation Code without domain email Faculty License 1 Activation Code without domain email


 Fr. Julious Arakkal CMI
 Director

IN WITNESS WHEREOF, the parties have executed this Order Form by their respective, duly authorized representatives as of the Term Start Date above written.

Amala Institute of Medical Sciences
(Client)

Elsevier B.V.
(Elsevier)



Name: Fr. Julious Arakkal CMI
Title: Director

Name: _____
Title: _____



AMALA INSTITUTE OF MEDICAL SCIENCES
ECR-658776, CO4-023515

Product Specific Terms

For the purpose of this Order Form, the following terms are defined, as follows:

Products. Elsevier hereby grants to Client a non-exclusive, non-transferable, limited right to access and use the Products set forth in Table 1 ("Product"), as it exists as of the Term Start Date, including ongoing updates to then-existing content, and any ongoing enhancements to then-current functionality, for its Authorized Users (as defined herein), subject to the Elsevier Terms and Conditions of Supply, as well as the Authorized User Terms of Use as made available to the Authorized Users on the relevant app store and/or website.

Authorized Users. Authorized Users are the full-time and part-time students ("Students") and faculty or staff ("Staff") of Client. The maximum number of Authorized Users is set forth in Table 1. Client shall promptly notify Elsevier of any increase in the number of Authorized Users and such increase may result in a fee adjustment effective as of the date of such increase and payable in accordance with the payment terms set forth in the Elsevier Terms and Conditions of Supply.

Authorized Uses.

Authorized Users who are Staff and hold an Educator Licence may:

- access, search, browse and view the Products via mobile and desktop applications;
- access the Product for course administration and reporting purposes and use the Product to present and teach the Students;
- use the Product to create custom curricula for Students;
- use the Product to share custom curricula with Students and track their progress via the Product Dashboard;
- use the Product for teaching Students via video conferencing platforms; and
- take screenshots from the Product for internal educational use in a Learning Management System, PowerPoint or similar. Such use of the Product is not permitted for commercial purposes.

Authorized Users who are Students and hold a Student Plus License may:

- access, search, browse and view the Products via mobile and desktop applications;
- receive and use any and all custom curricula, including videos, from Staff, and
- use the Product in video conferencing platforms with Staff.

Deployment. The Products will be deployed in one of the following methods as explicitly set forth in Table 2 of this Order Form upon receipt by Elsevier of this Order Form document in the territory of The Netherlands, as duly signed by the Client, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

(a) Code Deployment: Deployment whereby Client indicates how many Authorized Users will be using the Products and Elsevier generates either (i) one Client-specific code; or (ii) the appropriate number of individual codes, which are provided to Client to issue to Authorized Users as it sees fit.

(b) IP Range Deployment: Deployment whereby Client provides its approved IP range to Elsevier, and Elsevier facilitates the deployment to the appropriate number of Authorized Users after the Authorized Users complete the in-app registration process.

(c) Email Address Manual Deployment: Deployment whereby Client provides a list of names and email addresses of Authorized Users to Elsevier, and Elsevier creates accounts for each Authorized User.

Site(s). Site/Sites are defined as Client's locations set forth in Table 2 of this Order Form. Other institutions and organizations that reside or do business at the location(s) set forth in Table 2 (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated in Table 2. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

In the event the Products are removed from app stores, Elsevier will attempt to arrange a commercially reasonable alternative method of delivery to the Authorized Users. If this cannot be provided in a timely manner, Elsevier shall provide Client with a pro rata refund.

Post-termination Rights. Following expiration or termination, Client shall use reasonable efforts to ensure that any and all content created on the Products during the Term by its Authorized Users (including but not limited to videos, recordings, screens, screenshots, lectures, and quizzes) is deleted and removed from any and all of Client's systems, sites and/or software.

Additional features for concurrent Subscriptions to other Elsevier products. Additional product features may be available to the Client, subject to the maintenance of a concurrent subscription to the relevant Elsevier product. In the event the Client terminates its subscription to the other product concurrently provided by Elsevier to the Client, or fails to make full payment of the fees for such subscription on a timely basis, the Client's right to access and use the additional features provided will terminate.



Pr. Jullious Arakkal CMI
Director

Dr. BETSY THOMAS
MD, FRCOG, DNB, MICOG
PRINCIPAL
AMALA INSTITUTE OF MEDICAL SCIENCES
AMALA NAGAR, THRIKKUR-680 555