

## General Terms and Conditions for Electronic Products

These **General Terms and Conditions** are part of and incorporated into the License Agreement by and between Licensor and Customer.

### 1. Definitions

1.1 **"Affiliate"** means a party controlling, controlled by, or under common control with another party, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the stock or other equity interest of a party.

1.2 **"Authorized Users"** means Licensee's full- and parttime faculty members, students, staff, researchers, contractors (provided that use by a contractor of Licensee is authorized solely to the extent it is for the benefit of Licensee, and not for the benefit of the contractor or any third party), and authorized walk-in users.

1.3 **"Commencement Date"** means the date from which Licensee is granted access to the Content under individual Product Terms with respect to the Content identified in such Product Terms.

1.4 **"Content"** means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to Licensee under this License Agreement.

1.5 **"Continuing Access"** means Licensee's continuing access to the Content after the Term, subject always to all provisions of this License Agreement, excluding, however, the obligation to pay License Fees.

1.6 **"Licensee"** means each of the parties identified as "Licensee" in the License Details.

1.7 **"Licensor"** means Springer Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.

1.8 **"Platforms"** means Licensor's websites and other content delivery systems used by Licensee and Authorized Users to access Licensor's content pursuant to this License Agreement.

1.9 **"Product"** means the specific category of Content identified in individual Product Terms.

1.10 **"Product Terms"** mean the terms and conditions applicable to specific categories of Content.

1.11 **"Term"** means the effective period of this License Agreement for an individual Product, as set forth in the Product Terms, including any renewal term.

### 2. Grant and Scope of License

2.1 Subject to Licensee's compliance with the License Agreement, and except as otherwise stated herein, Licensor hereby grants Licensee a non-exclusive, revocable and non-transferrable license to:

2.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in the License Agreement;

2.1.2 incorporate links on Licensee's intranet websites to the Content in full text format on the Platforms;

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2.2.4 make the Content or any part of it available by any means, including remote access, to any person other than Authorized Users to the extent expressly allowed in writing and enabled by Licensor.

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3.1.4 systematically download any Content, use routines designed to continuously and automatically search and index the Content, such as web-crawling or spider programs or engage in any activity where a

burden of the Platforms will reasonably have to be expected, except as expressly allowed in the License Agreement or with prior written consent of Licensor,

3.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

3.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

### 4. Rights and Obligations of Licensor

4.1 Licensor may control access to the Content through Internet Protocol ("IP") authentication or another identification method reasonably determined by Licensor.

4.2 Licensor reserves the right to monitor, investigate and analyze all available data including logfiles in accordance to applicable privacy and data protection laws to detect misuse of the Content.

4.3 Licensor shall collect data on usage of the Content as specified in Schedule 1 and process these according to the COUNTER Code of Practice and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by Licensee through a secure website, provided that these statistics are, except as set forth below in this Section 4.3, for the Licensee's own internal use and Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it, including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations. If Licensee has a need to disclose certain Usage Data to third parties, Licensee shall request in writing Licensor's permission, which will not be unreasonably withheld. Such request shall include the Usage Data Licensee intends to disclose and the third parties the Usage data may be disclosed to.

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$$[\text{Annual License Fee for affected Product}] \times [\text{Number of full days of unavailability divided by 365}]$$

A full day of unavailability shall mean 24 hours of continuous unavailability.

All of Licensor's obligations and Licensee's rights under this Section 4.4 are subject to (i) Licensee's full compliance with this License Agreement and Licensor's reasonable instructions regarding access to the Content, (ii) Licensor's receipt of prompt notification of a loss of access or interruption, specifying the circumstances in reasonable detail, including affected Licensee and Product. Further, Licensor shall have no obligation under this Section 4.4 for any unavailability caused in whole or in part by a Licensee or its Authorized Users, or by events described in Paragraph 10.2. In the event that Licensor ceases to provide access to Continuing Access and/or Archive Content as a standard offering through the Platforms, Licensor may provide such Content to Licensee on physical media, or through other means, which may include, without limitation, access through the digital preservation services referred to in Section 4.5 below, to the extent Licensor's rights to the Content permit.

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4.7 Licensor retains all right, title, and interest in and to the Content, and any trademarks, patent rights, copyrights, and rights to any ideas and designs relating to the Content, the Platforms, and all software used to access the same.

4.8 Licensor shall promptly inform Licensee of any breaches in security in Licensor's network or its accounts which may result in material harm to Licensee's computer systems.

## 5. Rights and Obligations of Licensee

5.1 Licensee shall at all times implement current industry standard physical, administrative, and technical measures (which means, for the purpose of this License Agreement: the measures which are, in general, currently or in the future implemented by academic institutions in Germany with respect to the subject matter described below in a) through d) to (a) restrict access and use of the Content to Authorized Users as permitted under this License Agreement, (b) maintain the security and integrity of the Content accessible on or through Licensee's network, and (c) ensure that the Authorized Users are notified of the usage restrictions set forth in this License Agreement and (d) that all Authorized Users comply with the usage restrictions set forth in this License Agreement. Licensee shall terminate access for any individual who ceases to be an Authorized User for any reason. Licensee shall obtain, if applicable, all necessary approvals and consent from Authorized Users for transfers of personal data to Licensor.

5.2 Licensee shall promptly inform Licensor of any breaches in security in Licensee's network or its accounts which may result in unauthorized access to the Content.

5.3 If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall immediately inform Licensor and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorized User accessing or using the Content in violation of this License Agreement.

## 6. License Fees

6.1 Customer shall pay the fees set forth in the License Agreement (the "License Fees"). Delayed payments shall be subject to interest charges at the interest rate of 9 % above the set European Central Bank Interest Rate for Main Refinancing Operations. The Customer has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 6.1, and will then only be obliged to pay the actual damage.

6.2 All amounts payable by Customer shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments. Collection and/or, remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so. If, based on applicable law, any sales, value added or similar taxes are or become chargeable, Customer will reimburse Licensor by means of paying an amount equal to the amount of such taxes in addition to and at the same time as paying the principal amounts. Licensor shall provide to Customer an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Customer is not entitled to deduct these taxes from the principal amounts. Customer shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of the remittance.

6.3 The License Fee, or any portion thereof, may be invoiced by a Licensor Affiliate, or by an agent designated by Licensor. Payment will be deemed made when received (i) by Licensor, (ii) a Licensor Affiliate, (iii) an agent designated by Licensor, or, (iv) with Licensor's prior written consent, an agent designated by Licensee.

## 7. Term and Termination

7.1 Either Licensor or Customer may terminate the License Agreement immediately upon notice in to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.

7.2 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party (including, with respect to Customer, an individual Licensee) if (a) a petition in bankruptcy or for a

reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

7.3 In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.

7.4 Licensor may suspend the provision of the Content to a Licensee with immediate effect on notice if Licensor has reasonable grounds to believe that Content is being used in a manner contrary to the terms of this License Agreement, without prejudice to any other rights Licensor may have at law or in equity.

7.5 In the event of termination or expiration of the License Agreement for any reason (a) the license grant shall terminate with regard to the Content, (b) Licensee shall discontinue accessing the Content via the Platforms, and (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums. At Licensor's request, Licensee shall provide a certificate executed by an officer of Licensee attesting that such deletion or destruction has been fully effectuated. For clarity, however, the first two sentences of this Section 7.5 do not apply upon expiration of the Term of a Product with Continuing Access specified in the applicable Product Terms. All indemnification, confidentiality, and payment obligations in the License Agreement up to the termination date shall survive such termination or expiration.

7.6 Any termination right under this Section 7 may be exercised by or against Customer, or an individual Licensee, provided that in the case of termination by

Licensors with respect to an individual Licensee, or termination by an individual Licensee with respect to Licensor, this License Agreement shall remain in effect with respect to all other Licensees.

## 8. Confidentiality

The License Agreement is the confidential and proprietary information of Licensor (collectively, the "Confidential Information"). Confidential Information shall not include any information which at the time of disclosure is (a) known to the recipient independently of this License Agreement without a breach of any confidentiality obligation; (b) is in the public domain; (c) is made available to the recipient at any time by an independent third party which has not obtained it directly or indirectly in breach of any obligation of confidentiality to Licensor. Customer and Licensee agree to keep the Confidential Information strictly confidential and shall not disclose it to any third party except: (a) to officers, accountants, attorneys, insurers, or agents of Customer and Licensee who have a need to know the Confidential Information in order to permit Customer and Licensee to exercise its rights or fulfill its obligations under this License Agreement, and who are bound by a legal obligation of confidentiality with respect to the Confidential Information, (b) as required by law, or (c) pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to obtain information regarding the License Agreement, or (d) if Licensor absolves Customer or Licensee of his obligation to keep the information confidential, or (f) Customer and/or Licensee communicates rules regarding allowed and prohibited use of the Content to Authorized Users. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (b) or (c) above, it shall immediately notify Licensor of such request. Licensor will examine whether the Confidential Information may be fully or partly disclosed or if Licensee is obliged to keep the Confidential Information confidential. Licensee will, to the extent legally permissible, give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor reasonable assistance in seeking a protective order or in connection with other measures to ensure that the recipient of the Confidential Information keeps it confidential provided that Licensor reimburse Customer or Licensee for any reasonable and incidental costs involved in supplying such correspondence, records, or assistance that it notifies Licensor in advance of incurring such costs. As Licensor supports the creation of consortia, Licensee or Customer may, upon prior

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As an exception to the above, this Section 8 shall not apply to the information regarding the amount of License Fees for the Products specified in Schedule 3 to these Terms & Conditions.

## 9. Representations, Warranties, Indemnification

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9.3 Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns from and against any and all third party claims, demands, obligations, costs, losses and liabilities, (including reasonable attorney fees if a defense is not provided by Licensor, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Licensee which arise out of a violation of its representations and warranties set forth herein, subject to the conditions that Licensee (a) notify Licensor immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Licensor with all reasonably requested information and assistance, and (d) permit Licensor to have sole conduct

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## 10. General

10.1 Licensor may assign its rights or delegate its obligations, or any part thereof under the License Agreement, or use subcontractors, without the prior consent of Customer or Licensee. Licensor will require any such party comply with Licensor's obligations under this License Agreement. Customer or Licensee only assign its rights or delegate its obligations or any part thereof under the License Agreement in cases where the ownership structure of Licensee changes or the ownership of Licensee changes or the membership in the Helmholtz association ceases. In such a case, Licensee shall give notice to Licensor in writing at least 30 days in advance. Licensor may terminate the licenses in such a case immediately. All other attempts by Customer or Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Licensor's prior consent shall be null and void.

10.2 Either party's delay or failure to perform any term or condition of the License Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades in effect on or after the Effective Date of this Agreement, national or regional emergencies, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the License Agreement or a basis for liability.

10.3 If any covenant or other provision of the License Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.

10.4 Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any or its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent.. Failure or delay of either party to enforce any of its rights under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.

10.5 In case of a conflict or ambiguity between these General Terms and Conditions and the Product Terms, the Product Terms shall prevail. In the event this License Agreement is translated into a language other than English, the English-language version of this License Agreement shall prevail in the event of any conflict between the English-language version and the translated version.

10.6 The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.

10.7 The parties acknowledge and agree that any controversies and disputes arising out of the License Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.

10.8 All notices given pursuant to the License Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail. Notice to Licensor shall be to the then current licensing manager at the address set forth above with a copy to Springer Nature, Licensing Control, Van Godewijckstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands ([licensing.control@springer.com](mailto:licensing.control@springer.com)).

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10.9 This contract is solely for Licensor's, Customer's and Licensee's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.