

## LICENSE AGREEMENT

**Quote ID number:** Q-82382

**Customer:** Royal Danish Library

**Primary Address:** Søren Kierkegaards Plads 1, DK-1221 Copenhagen K, Denmark.

This License Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page, Attachment 1: Customer and Licensee information;
- The Product Terms;
- The General Terms and Conditions attached hereto;
- Self Archiving Policies

When executed by both parties, this License Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

### 1. Products and License Fee

Products	License Fee			
	2023	2024	2025	2026
Springer Transformative Agreement	██████████	██████████	██████████	██████████
License Fees in Total	██████████	██████████	██████████	██████████

CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("OPEN ACCESS CONTENT"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

### 2. Payment Terms

2.1 The License Fee(s) is/are due within **60** days from the date of invoice. For multi-year contracts, Licensor will invoice Customer in the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties.

2.2 The License Fee for subsequent years of the Term will be calculated as follows:

The License Fee for each Product in each year after the first year of the Term will be increased to the amount set forth in Section 1 above.

### 3. Licensees

- 3.1 For the purpose of this License Agreement, all institutions listed as licensees in attachment 1 to the license agreement entered into between Licensor and Customer dated 29<sup>th</sup> of April 2021 and with License ID 79325.01.00 shall be deemed “Eligible Institutions”. Eligible Institutions may become Licensees under this License Agreement upon Customer’s request.
- 3.2 The parties agree to amend Attachment 1 to this License Agreement no later than 21<sup>st</sup> of March 2023 to add at once the full list of Eligible Institutions that will join this License Agreement as of the first year of the Term. Eligible Institutions will be deemed Licensees and all rights and obligations of this License Agreement shall apply to them as of the effective date of the amendment to Attachment 1 to this License Agreement listing such Eligible Institutions.
- 3.3 For clarity, Additional Organizations (as defined below) may opt-in to the relevant Product Terms at a later date in accordance with the terms set forth in Section 7 of the Springer Transformative Agreement Product Terms.

**IN WITNESS WHEREOF**, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

**CUSTOMER**

Signature: \_\_\_\_\_

Name

(Printed): [REDACTED] \_\_\_\_\_

Title: [REDACTED] \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSOR**

Signature: \_\_\_\_\_

Name

(Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name

(Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1 Customer and Licensee Information

### Customer Information:

- Legal Entity Name: Royal Danish Library
- Address: Søren Kierkegaards Plads 1, DK-1221 Copenhagen K, Denmark
- Contact Individual: [REDACTED]
- VAT Number: CVR/VAT 2898 8842
- Business Partner ID: 3005847809

### Licensee Information:

Customer and Licensees will supply Licensor with an initial list of its IP addresses used for the access to the Content (if not already supplied to Licensor) prior to the Commencement Date, and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding any to the contrary in this License Agreement, notifications of IP address changes may be made in electronic format. Licensor's obligation to timely provide access to the Content under this License Agreement is conditioned on Licensee's provision of its IP addresses.

## Product Terms Springer Transformative Agreement

The following sets forth the legal and economic framework to allow: (a) Eligible Authors from Licensees to publish open access articles in the Springer Hybrid Journals, and (b) access to the Content. Article processing charges for the Publishing Services as well as fees for reading access to the Content are included in the overall Fees under these Product Terms.

Licensors will provide (i) the Publishing Services to Customer for the benefit of Eligible Authors of the Licensees and (ii) access to the Content by the Authorized Users of Licensees. Customer is paying the Fees (as defined in the License Details section, and Schedule 1: Payment of Fees and Invoicing for Publishing Services) in consideration of Licensors' provision of Publishing Services and access to the Content.

These Product Terms incorporate the following Schedules:

Schedule 1: Payment of Fees and Invoicing for Publishing Services

Schedule 2: Continuing Access Journals

Schedule 3: Springer Hybrid Journals

### 1. Term

The Term shall begin March 1<sup>st</sup>, 2023 (the "Commencement Date") and shall end on 31<sup>st</sup> of December 2026. For clarity, the Publishing Services shall be provided no later than 7 working days from the effective date of the amendment of Attachment 1 (from which Eligible Institution(s) shall be deemed Licensees listed in the amended Attachment 1).

## **PART A – OPEN ACCESS PUBLISHING**

### 2. Definitions

2.1 The following terms shall have the following meanings when used within these Product Terms, and shall apply in addition to the definitions in this License Agreement:

2.1.1 "**Acceptance Date**" means the date on which the Eligible Article has been editorially accepted for publication in a Springer Hybrid Journal.

2.1.2 "**Approval Date**" means the date on which it is confirmed, pursuant to Section 3.4.3, that an author is an Affiliated Author.

2.1.3 "**Article Processing Charge**" ("APC") means the Licensors' charge for Publishing Services rendered in connection with publishing an open access article in the applicable Springer Hybrid Journal, as specified in Schedule 1;

2.1.4 "**Content**" means, for the purposes of these Product Terms, the Continuing Access Journals.

2.1.5 "**Continuing Access Journals**" means the journals listed as Continuing Access Journals in Schedule 2. The list of Continuing Access Journals is subject to change by Licensors.

2.1.6 "**Affiliated Authors**" means authors who are teaching, and research staff employed by or otherwise accredited to the Licensee or who are students enrolled at or accredited to a Licensee. In the case of articles published by multiple authors only the author corresponding with Licensors at the time of acceptance qualifies as an Affiliated Author;

2.1.7 "**Eligible Authors**" means Affiliated Authors who have (i) signed one of the then current open access publishing agreements used by the publisher of the Springer Hybrid Journal to which the

author is submitting an article for publication under an Open Access License; and (ii) for whom the Verifying Institution has confirmed their status as an Affiliated Author pursuant to Section 3.4.3.

- 2.1.8 **“Eligible Articles”** means articles by Eligible Authors which are editorially accepted for publication in a Springer Hybrid Journal, with an Approval Date during the Term. In order to be considered for publication in a Springer Hybrid Journal an article must (i) be original, (ii) not violate any law and/or infringe third party rights, (iii) meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other policies of Licensor or the relevant journal, and (iv) be one of the following article types (**“Article Types”**)
- a) Original Paper – Standard article, generally presenting new results which may also be referred to as Original Research, Original Article, Original Paper or Research Paper.

The Parties may agree in writing to add other article types to the definition of “Eligible Articles”.

- 2.1.9 **“Non-Standard Journals”** means the journals which are not published in Licensor’s standard publications workflow, and/or in which respect Licensor does not control the publication workflow and/or the terms and conditions under which such journals are published. Non-Standard Journals are marked accordingly in the list of Springer Hybrid Journals in Schedule 3, but Licensor may change the designation of journals from time to time during the Term.
- 2.1.10 **“Open Access License”** means a Creative Commons license or other open access license, used for the publishing of Eligible Articles in Springer Hybrid Journals. Licensor currently offers CC BY 4.0 and CC BY-NC 4.0, subject to change at any time by Licensor.
- 2.1.11 **“Springer Hybrid Journals”** means the Adis, Apress, Birkhäuser, co-published with Springer, Humana Press, J.B. Metzler, Springer Spektrum, Springer Vieweg, Springer Medizin, Hebrew University Magnes Press, Serdi-Edition, Palgrave Macmillan, Springer, Springer Gabler, Springer Nature, Springer Vienna and Springer VS, journals, as well as hybrid Academic Journals on nature.com, identified as Springer Hybrid Journals in Schedule 3. The list of Springer Hybrid Journals is subject to revision and change by Licensor, including but not limited to when new journals are founded or acquired and added to the Springer Hybrid Journals, or when journals are transferred, or the publishing of journals ceases. Addition of new imprints requires mutual agreement of Licensor and Customer. If, during the Term, Licensor decides to change the business model of a Springer Hybrid Journal to solely offering open access publication, such journal will nevertheless remain a Springer Hybrid Journal for the purposes of this License Agreement.
- 2.1.12 **“Platforms”** means, for the purpose of these Product Terms, a) Licensor’s systems used to provide the Publishing Services, and b) Licensor’s websites and other content delivery systems used by Licensee and Authorized Users to access Licensor’s content pursuant to this License Agreement.
- 2.1.13 **“Publishing Services”** means Licensor’s services covered by the standard list price article processing charge at the relevant Springer Hybrid Journal procured by Customer for the publication of an Eligible Article. Publishing Services include a) pre-publishing services, which may include managing the publishing process, the provision of online tools for editors and authors, article review, copy-editing, typesetting and formatting, production and hosting, liaising with abstracting and indexing services, and customer services, as per the applicable workflows at the relevant journal, and identification and verification of Eligible Authors, and b) (subject to the Eligible Author agreeing to the journal publisher’s publishing terms, and subject to these Product Terms), procuring the publication of the Eligible Article in a Springer Hybrid Journal.

2.1.14 “**Verifying Institution**” means the legal entity obligated under this License Agreement to verify whether an author is an Affiliated Author under Section 3.4.3.

Customer is the Verifying Institution.

### 3. Open Access Publishing

#### 3.1 Publication of Eligible Articles

3.1.1 Generally, Eligible Authors will retain copyright in the Eligible Article, subject to certain exceptions (including, but not limited to, articles published in Non-Standard Journals, or if requested by the author, and/or otherwise required by law or third parties (such as funding bodies)).

3.1.2 Licensor will report to Customer the Eligible Articles on a quarterly basis. The reports shall include the following details:

- Name of journal
- Article title
- DOI of article
- Article Type (as defined in the definition of Eligible Article)
- Name of Eligible Author
- online publication date (if available)
- Acceptance Date (if available)
- Type of Open Access license

Licensor may change the means to provide the reports under this Section and make the reports available for download by Customer on the Platforms.

3.1.3 Article processing charges for any article submitted to Licensor from an Affiliated Author and published under an Open Access License, which is not an Eligible Article will not be charged to Customer and will be charged separately to the Affiliated Author under Licensor’s standard process.

3.1.4 If Customer defaults with respect to payment of the Fees in accordance with these Product Terms and the License Agreement, Licensor may, with respect to any articles not yet published, cease (i) the author identification process, (ii) submission to the Verifying Institution of articles of Affiliated Authors for approval according to Section 3.4.3, and (iii) publication of any Eligible Article under these Product Terms. Licensor, however, shall be free to offer to enter into separate agreements with Affiliated Authors affected by such default for publishing services subject to payment of any applicable article processing charge(s) by the relevant Affiliated Author(s). For clarity, within ten business days after Customer cures its payment default, Licensor shall recommence the activities set forth in subparagraphs (i) – (iii) above, however Licensor shall not be obliged to recommence the activities for any articles processed between cessation of activities and recommencing the activities.

3.1.5 Licensor undertakes to use reasonable efforts to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication and include Eligible Authors’ ORCID ID in Eligible Articles. It is the Eligible Author’s responsibility to provide all necessary details in respect of its ORCID ID to Licensor. This Section does not apply to Non-Standard Journals.

3.1.6 Upon publication of an Eligible Article, Licensor will, according to its then current practices, register the article metadata on CrossRef, subject to the following conditions: (i) Licensor has sufficient rights to perform the foregoing based on its then-current contractual relationship with CrossRef at the time of publication and (ii) CrossRef accepts the specific metadata. This Section does not apply to Non-Standard Journals.

#### 3.2 Editorial Independence

Nothing herein contained shall oblige the individual(s) at the relevant journal responsible for

editorial decisions of the relevant journal or any third party to accept or publish any article submitted to Licensor by an Eligible Author. Customer acknowledges that the selection of material to be accepted and published by Licensor or a third party in control of the publishing process is entirely at the discretion of the individual(s) at the relevant journal responsible for editorial decisions of the relevant journal or said third party. Customer waives any claim they may have against individual(s) at the relevant journal responsible for editorial decisions of the relevant journal, or said third party in the event that the individual(s) at the relevant journal responsible for editorial decisions of the relevant journal or said third party declines to publish any material (or part thereof) submitted by an Eligible Author.

### 3.3 Author Identification

3.3.1 Licensor will provide the technical means for the identification of Affiliated Authors as part of the publication process, which will be enabled by Licensor on Licensor's Platforms, as follows:

3.3.1.1 "Data Elements" means the following identifiers which may be used by Licensor to enable identification of Affiliated Authors as part of the publication process: (i) name of the Licensee, i.e. the legal entity name, or translations or variations thereof ("Data Element Licensee Name"), (ii) e-mail domain of the Licensee ("E-Mail Domain"), (iii) the IP address(es) of the Licensee ("IP Address"), or other identifiers used by Licensor in addition to the foregoing identifiers.

3.3.1.2 Affiliated Authors shall identify themselves by either selecting the Data Element Licensee Name, or by using one of the Data Elements E-Mail Domain or IP Address within the identification process.

3.3.1.3 This Section 3.3.1 does not apply to Non-Standard Journals. Identification of Affiliated Authors will be handled in a manual workflow between Licensor and the publisher of the Non-Standard Journal.

3.3.2 Source of Data Elements

3.3.2.1 In order for Licensor to commence providing the Publishing Services on the Commencement Date, Customer shall have provided the Data Elements set forth in Section 3.3.1.1 (i), (ii) and (iii) to Licensor no later than 6 weeks prior to the Commencement Date of these Product Terms.

3.3.2.2 Customer shall update Licensor with respect to any changes to such Data Elements without undue delay.

### 3.4 Verification

3.4.1 Licensor shall notify Verifying Institution by email each time an author is identified as an Affiliated Author.

3.4.2 Licensor shall make available to Verifying Institution all Data Elements that identified the author as an Affiliated Author (this does not apply to Non-Standard Journals).

3.4.3 On the basis of the Data Elements specified in Section 3.1.1 as provided by Licensor, Verifying Institution shall confirm or deny that the author is an Affiliated Author, within 3 business days following such notification, and in the case of confirmation, shall be deemed to have ordered the Publishing Services for the respective Eligible Article. For clarity, the Verifying Institution is required to confirm that an author is an Affiliated Author, if the conditions set forth in this License Agreement are met. In case Licensor does not receive either a confirmation or a denial within 3 business days after Licensor has notified and provided the Data Elements as specified in Section 3.3.1 to Verifying Institution, Licensor will send a reminder, with a 4-day grace period, which shall inform Verifying Institution that Licensor will deem the author to be an Affiliated Author and



continue the publishing process, and charge the APC for such article pursuant to these Product Terms, if the set grace period expires without any declaration by Verifying Institution.

## **PART B – ACCESS TO CONTENT**

### **4. Term and Access Rights**

- 4.1 The Term shall begin on 1<sup>st</sup> of January 2023 (the “Reading Commencement Date”) and shall end on 31<sup>st</sup> of December 2026. Unless an Eligible Institution is added to Attachment 1 to this License Agreement, Licensor may cease to provide Access Rights to Content to such Eligible Institution at any time.
- 4.2 Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Schedule 2: Continuing Access Journals first published during the Term. After the Term, Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.
- 4.3 Backfile Access During the Term: In addition, during the Term only, Licensee will be granted access to the Content of titles listed in Schedule 2, published beginning the later of (a) 1997 (b) the first date of publication or (c), the date on which Licensor first acquired publication rights.

### **5. Cessation of Publication / Transfer / Take-over**

- 5.1 **Cessation of Publication of Continuing Access Journals During the Term** If Licensor ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Licensor ceases to have publishing rights or because Licensor ceases to publish those Continuing Access Journals, upon Licensee’s written request, and upon mutual agreement between Licensor and Customer, Licensor will offer to Licensee:
- (1) access to additional Content not presently licensed to Licensee with an approximate value equal to or greater than the value at the date of cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or
  - (2) a credit toward the following year’s License Fee in the same value as that mentioned in part (1) above, or
  - (3) in the event that Licensor is not able to offer options (1) and (2) above, Licensor may offer to Licensee a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

The value to be applied for additional Content or a credit will be determined by Licensor in good faith, taking into account factors which may include, without limitation, number of articles, number of pages, impact factor, usage factor, and list price of the Content in question, or any other formula including any or all such factors that allows Licensor to calculate the value of the lost Content as a percentage of the Continuing Access Journals under the License.

- 5.2 **Transfer of Publishing Rights to Continuing Access Journals** If Licensor’s publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Licensor will use reasonable efforts to follow the Code of Practice of Project Transfer (<https://www.niso.org/standards-committees/transfer>) and provide Licensee with Continuing Access to the Content of that Continuing Access Journal published by Licensor during the Term, either (a) online on the Platform, (b) online on the new publisher’s website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions.

## **PART C - OPT-OUT & OPT-IN**

### **6. Opt-out**

A Licensee may opt out of these Product Terms due to material financial hardship by giving Licensor written notice of termination (including the reasons for opting-out) two months prior to the end of any year of the Term, effective as of the end of the current year of the Term. Such Licensee's License Fees, which shall be provided by Customer to Licensor in writing (email sufficient), will be deducted from the total annual License Fees under this License Agreement effective as of beginning of the following year of the Term, and the APC Fund, Article Base and Article Max (as set forth in Schedule 1 below) will be reduced accordingly. The APC Fund and the number of Eligible Articles that will be deducted from the Article Base and Article Max will be mutually agreed by the parties in writing by email, in deviation from Section 10.4 of the General Terms and Conditions.

In the event a Licensee does not terminate as set forth above, all payment obligations of such Licensee will remain in effect. For the avoidance of doubt, any such opt-out shall not affect any rights and obligations of the parties prior to the opt-out.

### **7. Opt-in**

Additional Organizations (as defined below) have the possibility to opt-in to these Product Terms during the Term against payment of the fees mutually agreed by the parties. The increase in the APC Fund, the Article Base and Article Max will be mutually agreed by Licensor and Customer.

Any opt-in by an Additional Organization is subject to written notice (including the Data Elements to be received by Licensor 60 calendar days prior to the end of the calendar year) such opt-in being effective January 1<sup>st</sup> of the following calendar year of the Term. The parties agree that any such notice will be issued by Customer on behalf of the Additional Organization. Upon the effective date of such opt-in, the Additional Organization will be deemed a Licensee and all rights and obligations of these Product Terms shall apply to it.

For the purposes of this Section, "Additional Organizations" shall mean any academic, governmental or research organization, which is located in Denmark and which participates in the Royal Danish Library Consortium.

## Schedule 1: Payment of Fees and Eligible Articles

### 1. Payment of Fees

1.1 The Fee(s) for Eligible Articles included in the Total Fee shall be paid by Customer.

1.1.1 The APC (set forth in Section 2 below) for an Eligible Article will generally be deducted from the number of Eligible Articles (set forth in the Product Term and Fee table in the License Agreement Details section) by Licensor on the Approval Date. However, deductions may be delayed in certain cases, and the foregoing shall not limit Licensor’s rights to deduct the APC for an Eligible Article at a later time, but not later than the end of the first quarter of the year following the Approval Date.

1.1.2 Licensor shall endeavor to notify Customer 4 weeks before the Number of Eligible Articles Max is reached.

When the number of Eligible Articles (Article Max) is depleted, Licensor will stop accepting Eligible Articles for open access publication pursuant to these Product Terms. Under such circumstances, Licensor will notify Customer and either

1.1.2.1 where an Eligible Author approaches Licensor with the desire to publish an article and pay the standard list price APC for the respective journal by himself/herself or by a third party, Licensor reserves the right to publish such article; or

1.1.2.2 if Section 1.1.2.1 does not apply, the Eligible Article may be published on a subscription basis.

1.1.3 The Articles Max will expire at the end of each calendar year of the Term.

### 2. Number of Eligible Articles

	2023	2024	2025	2026
<b>Springer Transformative Agreement Publishing Fee (“APC Fund”)*</b>	Included in Total Fee Section 1	Included in Total Fee Section 1	Included in Total Fee Section 1	Included in Total Fee Section 1
<b>Number of Eligible Articles (“Article Base”)</b>	■	■	■	■
<b>Number of Eligible Articles (“Article Max”)</b>	■	■	■	■
<b>APC</b>	■	■	■	■

\*The APC Fund or Publishing Fee is calculated by multiplying the APC fee set forth in the table above by the number of Eligible Articles (Article Base) set forth in the table above. Licensees are allowed to publish Eligible Articles up to the number of Article Max set forth in the table above.

For clarity: The fees charged for these Product Terms “Springer Transformative Agreement” (APC Fund) are fees solely related to services, and not to a provision of a license to content.

## Product Terms Text and Data Mining

### 1. Term

For Access Only products, the Term of these Text and Data Mining Terms shall be concurrent with the Term of the relevant Product Terms indicated in Section 2 below. For Continuing Access and Archive products, the Term of these Text and Data Mining Terms shall begin on the first day of the Term of the relevant Product Terms indicated in Section 2 below, and shall continue subject to all terms and conditions of this License Agreement.

### 2. Content

Content for the purposes of these Product Terms is the Content licensed under the following Product Terms of the License Agreement:

Springer Transformative Agreement (Part B)

### 3. TDM License

#### 3.1 Definitions

- 3.1.1 **“Text and Data Mining” (“TDM”)** means (i) performing automated searches, selection of content, and structured analyses of content including data embodied therein, (ii) the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of discrete parts of content into another form for purposes of classification or recognition of relations, patterns, and associations, and (iii) the extraction, alternative representation or translation, expression or discussion of any extracts from mined content, whether in the form of a direct extraction or a representation in any form.
- 3.1.2 **“TDM Materials”** means the materials, data and information created for or during TDM based on the Content.
- 3.1.3 **“TDM Output”** means the data and information which is the result of any TDM, excluding, however, any full-text duplication of the Content in whole or in part.

#### 3.2 TDM Rights

Licensor hereby grants Licensee and its Authorized Users the following rights:

- 3.2.1 the right to download (manually or through automated means) and/or extract information from the Content for the purpose of TDM to a server only accessible to Authorized Users and Licensee (an “Internal Server”), and to perform TDM on such Content and/or TDM Materials for the duration of a specific TDM project.
- 3.2.2 the right to internally store electronic copies of the Content and the TDM Materials to the extent necessary to ensure efficient use by Authorized Users in connection with their work on a TDM project. Storage of any Content and TDM Materials containing full-text Content shall be limited to the duration of the TDM project.
- 3.2.3 the right to make the TDM Output available to third parties, subject to the limitations set forth in these Product Terms.

## 4. Prohibited uses

The prohibited uses applicable to Licensee's use of the Content set forth in Section 3 of the General Terms and Conditions shall apply to the license grant hereunder. For the avoidance of doubt, for purposes of Section 3.1.4, one request per second is not deemed likely to burden the Platforms. Without limiting the foregoing, Licensee and its Authorized Users may not (i) create derivative products or services that would compete with or negatively affect Licensor or Licensor's Affiliates products or services, or otherwise commercially use or allow commercial use of the TDM Output, (ii) allow a third party to access or use any TDM Materials, (iii) perform TDM for a third party, or (iv) store, or permit storage of, Content or TDM Materials on any server other than an Internal Server.

This Section 4 shall survive any expiration or termination of this License Agreement, howsoever arising.

## 5. Security, Formats and Delivery Mechanisms

- 5.1 Licensee will (i) use reasonable measures to protect the security of the Content downloaded for TDM purposes and the TDM Materials in its possession or control. (ii) at Licensor's request, permit Licensor to review Licensee's network vulnerability assessments, security audit report, security plan, maintenance and security patch process, and maintenance and patching records, and (iii) require that any Authorized Users that download the Content for TDM purposes onto personal devices not in the possession or control of Licensee ensure that such devices employ commercially reasonable security measures.
- 5.2 Sections 5.2-5.3 of the General Terms and Conditions shall apply with respect to the TDM Materials.
- 5.3 Usage of personal data contained in the Content may be subject to applicable data protection laws. Licensee must ensure that any intended use is in compliance with such laws.
- 5.4 Licensor does not make any warranty nor give any assurance as to the suitability or availability of the Platforms for carrying out TDM.

## 6. Breach and Termination

- 6.1 Breach: If Licensee breaches its obligations under these Product Terms, Licensor may, in its sole discretion, terminate either (i) this Text and Data Mining License only or (ii) the License Agreement, in each case in accordance with Section 7 of the General Terms and Conditions. In addition to, and without prejudice to any contractual rights and/or remedies under applicable law, Licensor retains the right to suspend access to the Content in the event that Licensor determines, in its reasonable judgment, that Licensee or its Authorized Users are in breach of any of the conditions of these Product Terms.
- 6.2 Removal of locally-loaded copies of Content and/or TDM Materials: Upon termination of the Text and Data Mining License under Section 6.1 above or upon expiration or termination for any reason of the rights granted under the License Agreement, Licensee shall (i) procure the destruction of any copies of the Content and/or TDM Materials which may be locally loaded and (ii) instruct that its Authorized Users delete or destroy any copies of the Content on their personal electronic devices and physical storage mediums..

## 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 **"Access Only"** means that Licensee's access to the specified Content is limited to the Term only.
- 1.3 **"Archive Content"** means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of this License Agreement.
- 1.4 **"Authorized Users"** means (a) every member of staff employed by or otherwise accredited by the Licensee; (b) individual members of the public registered as users of the Licensee's library or information service; and (c) individual members of the public permitted to use the Licensee's library or information services and authorized walk-in users.
- 1.5 **"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.
- 1.6 **"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.
- 1.7 **"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.
- 1.8 **"Customer"** means the party identified as "Customer" in Attachment 1 of the License Details.
- 1.9 **"Licensee"** means each of the parties identified as "Licensee" in the License Details.
- 1.10 **"Licensor"** means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.
- 1.11 **"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.

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

1.13 **"Product Terms"** means the terms and conditions applicable to specific categories of Content.

**"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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