

LICENSE DETAILS:

License ID number:

Customer: National University of Ireland Maynooth, with an address at Maynooth, Co Kildare, Ireland (“Maynooth University”) acting on behalf of itself and IReL consortium members

Primary Address: IReL, The Library, Maynooth University, County Kildare, Maynooth, Ireland. Business Unit number 4000105,

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

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto

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. Capitalized terms used in these License Details page shall have the defined meaning set out in the Product Terms and the General Terms and Conditions.

1. Products and License Fee

Products	2021	2022	2023	2024
COMPACT (starting 1 April 2021):				
Part 1 (Reading Fee)	€112,500	€150,000	€150,000	€150,000
Part 2 (Publishing Fee) / APC Fund	€542,250	€825,888	€912,548	€989,946
License Fees* in Total	€654,750	€975,888	€1,062,548	€1,139,946

CERTAIN CONTENT MADE AVAILABLE TO EACH 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.

*For clarity: The fees charged for the Product Terms “Compact Part 2 (Publishing Fee) / (APC Fund)” are fees solely related to services, and not to a provision of a license to content.

1. Payment Terms

1.1 The License Fee(s) is/are due within **60** days from the date of invoice. For multi-year contracts, Licensor will invoice Customer not earlier than 90 days prior to the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties.

1.2 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 by the percentage set forth in Section 1 above.

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): _____

Title: _____

Date: _____

LICENSOR

Signature: _____
Name
(Printed): _____

Title: _____

Date: _____

Signature: _____
Name
(Printed): _____

Title: _____

Date: _____

Attachment 1

Customer and Licensee Information

Customer Information:

- Legal Entity Name: National University of Ireland Maynooth, Maynooth University with an address at Maynooth, Co Kildare, Ireland,, acting on behalf of itself and IReL consortium members (each consortium member being a “Licensee”)
- Address: IReL, The Library, Maynooth University,, County Kildare, Maynooth, Ireland. Business Unit number 4000105.
- Contact Individual: **IReL manager. IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland. irel@mu.ie**
- VAT / GST / Indirect Tax Reg. No.: **IE9587715A**
- Business Partner ID: 3000215760

• Licensee Information:

	Legal Entity Name	Address	Business Partner ID
1.	University College Cork	College Road, CORK, Ireland	1000857895
2.	Royal College of Surgeons in Ireland	26 York Street, DUBLIN 2, Ireland	2000004517
3.	Dublin City University	Glasnevin, DUBLIN 9, Ireland	2000171121
4.	Technological University Dublin	Central Services Unit, TU Dublin, Rathmines Road, Dublin, D06R621, Ireland	2000182074
5.	University of Limerick	Castletroy, CO. LIMERICK, Ireland	2000356788
6.	University College Dublin	Belfield, Room 235 / DUBLIN 4, Ireland	2000380551
7.	National University of Ireland Maynooth	Maynooth, County KILDARE, Ireland	2000707391
8.	National University Ireland, Galway	University Road, GALWAY, Ireland	3000081220
9.	Science Foundation Ireland	Wilton Park House, Wilton Place, DUBLIN 2, Ireland	3000178769
10.	Trinity College Dublin	University of Dublin, DUBLIN 2, Ireland	3000178770
11.	Higher Education Authority, Ireland	Shelbourne Road, Dublin 4, Ireland	2000531128

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 anything 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 Compact and Single Title Journal Subscriptions

The following sets forth the terms and conditions for a legal and economic framework to allow: (a) Eligible Authors from Licensees to publish open access articles in the Open Choice Journals, and (b) certain reading 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.

Licensor 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 in consideration of Licensor's provision of such Publishing Services to Customer for the benefit of Eligible Authors of the Licensees and certain reading access to the Content by the Authorized Users of Licensees.

These Product Terms incorporate the following Schedules:

Schedule 1: Payment of Fees and Invoicing

Schedule 2: Continuing Access Journals

Schedule 3: Open Choice Journals

1. Term

The Term shall begin on 1st April 2021 (the "Commencement Date") and shall end on 31st December 2024. Customer may opt out of this License Agreement due to material financial hardship by giving Licensor written notice of termination (including the reasons for opting-out) three months prior to the end of any year of the Term, effective as of the end of the current year of the Term. In the event Customer does not terminate as set forth above, all payment obligations of Customer 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.

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 an Open Choice 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 Licensor's charge for Publishing Services rendered in connection with publishing an open access article in the applicable Open Choice 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 Licensor.

2.1.6 "**Affiliated Authors**" means authors who are staff employed by the Eligible Institution or who are students enrolled at an Eligible Institution. In the case of articles published by multiple authors only the author corresponding with Licensor at the time of acceptance qualifies as an Affiliated Author;

- 2.1.7 **“Eligible Authors”** means Affiliated Authors who have either (i) signed (a) one of the then current open access publishing agreements used by the publisher of the Open Access Journal to which the author is submitting an article for publication under an Open Access License, or (b) one of the then current standard license to publish (when not published under an Open Access License) used by the publisher of the Open Choice Journal to which the author is submitting an article for publication; 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 an Open Choice Journal, with an Approval Date during the Term. In order to be considered for publication in an Open Choice 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.
 - b) Review Paper – Standard article, interpreting previously published results.
 - c) Brief Communication – Short article submitted for rapid publication that exhibits the same structure as a standard article.
 - d) Continuing Education – Article forming integral part of further education (usually medical).
- 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 Open Choice Journals, 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 Open Choice 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 **“Open Choice Journals”** means the Adis, Apress, Birkhauser 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 Open Choice Journals in Schedule 3. The list of Open Choice 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 Open Choice Journals, or when journals are transferred or the publishing of journals ceases. Addition of new imprints requires mutual agreement of Licensor and Customer.
- 2.1.12 **“Publishing Services”** means Licensor’s services covered by the standard list price article processing charge at the relevant Open Choice 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 an Open Choice Journal.

2.1.13 “**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.

The Licensee, for articles submitted by its Affiliated Authors 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
- ISSN/eISSN

- 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 information (indication of the license type)

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 not deducted from the APC Fund, 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 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, 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 charges 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 3.1.5 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 3.1.6 does not apply to Non-Standard Journals.

- 3.1.7 Licensor shall use measures Licensor deems commercially reasonable to include the following note in the acknowledgement section of the version of record and the metadata of the published Eligible Article: “Open Access funding provided by IReL Consortium”.

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. Customer waives any claim they may have against Licensor or individual(s) at the relevant journal responsible for editorial decisions of the relevant journal, or any 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 Eligible Institution, i.e. the legal entity name, or translations or variations thereof (“Data Element Eligible Institution Name”), (ii) e-mail domain of the Eligible Institution (“E-Mail Domain”), (iii) the IP address(es) of the Eligible Institution (“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 Eligible Institution 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 Customer will provide 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 3.4.2 as provided by the 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 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 3.4.2 to Verifying Institution, Licensor will send a reminder, with a 4 day grace period (“*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. The Licensee may request a reasonable extension of the Grace Period, but not more than 5 business days, in case the Licensee cannot verify that the author is an Affiliated Author for material reasons.”

PART B – ACCESS TO CONTENT

4. Term and Access Rights

- 4.1 The Term shall begin on **1st January, 2021** (the “Commencement Date”) and shall end on **31st December 2024**.

- 4.2 Continuing Access Journals: During the Term, Licensee shall have reading 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 reading 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, Licensor will, at Licensor’s sole option, 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 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 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.

Schedule 1: Payment of Fees and Invoicing

1. Payment of fees

1.1 The fee(s) for published Eligible Articles shall be paid by Customer.

1.2 "APC Fund" means the fund from which Eligible Authors can publish Eligible Articles, as specified in the License Fee section for the Compact Product Term of this Agreement, as "Compact Fee Part 2 (Publishing Fee) / APC Fund". Licensor will deduct the APC for each Eligible Article at the Approval Date from the APC Fund. The APC Fund of a calendar year expires at end of the calendar year of the Term, for clarity any remaining APC Fund will not be refunded

1.3 APC Fund, APC Rates, Article Base, Article Max, and Publication Corridor

	2021	2022	2023	2024
	1.4.-31.12.2021	1.1.-31.12.2022	1.1.-31.12.2023	1.1.-31.12.2024
Compact Fee Part 2 - Publishing Fee ("APC Fund")	€542,250	€825,888	€912,548	€989,946
Agreed APC Rate ("APC" or "APC Rate")	€2,410	€2,458	€2,507	€2,558
Number of Eligible Articles ("Article Base")	225	336	364	387
Number of Eligible Articles (top of corridor) ("Article Max")	270	369	378	387

1.3.1 The parties agree to the APC Fund as per the table above. The APC Fund is based on a mutually agreed APC Rate ("Agreed APC Rate") and the Article Base.

1.3.2 The parties further agree to a publication corridor. If the number of published Eligible Articles exceeds the Article Base, Licensees may publish, for each calendar year of the Term, additional Eligible Articles at no extra cost up to the top of the corridor, i.e. up to the number indicated as Article Max in the table above. After the Article Max is reached, Section 1.4 applies accordingly.

1.4 Depletion of APC Fund

1.4.1 Licensor shall endeavour to notify Customer 4 weeks before the Article Max is reached, the date on which such notice is sent, being the "Depletion Notice Date".

1.4.2 When the Article Max is reached, Licensor will notify Customer and either:

1.4.2.1 Customer may, within 14 calendar days from the Depletion Notice Date, decide to pay the standard list price article processing charge at the relevant Open Choice Journal for further Eligible Articles; or

1.4.2.2 where Customer has not notified the Licensor as above, Licensor will stop accepting Eligible Articles for open access publication pursuant to these Product Terms, and if an Eligible Author approaches Licensor with the desire to publish an article and pay the list price article processing charge by himself/herself or by a third party, Licensor reserves the right to publish such article; or

1.4.2.3 if Sections 1.4.2.1 or 1.4.2.3 do not apply, the Eligible Article may be published on a subscription basis.

Schedule 2: Continuing Access Journals

Schedule 3: Open Choice Journals

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 and in accordance with the terms and conditions of this License Agreement.

2. Content

Content for the purposes of these Product Terms is the Content licensed under all Product Terms of this License Agreement.

3. TDM License**3.1. Definitions**

3.1.1. **“Text and Data Mining” (“TDM”)** means “computational analysis for the sole purpose of research for a non-commercial purpose including without limitation: (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 substantial part except to the extent as permitted by applicable law [or this License Agreement].

3.2 TDM Rights

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

3.2.1 the right to make a copy of the Content including without limitation to download (manually or through automated means) and/or extract information from the Content in each case for the purpose of TDM to a server only accessible to Authorized Users and Licensee (an “Internal Server”) and/or subject to such other reasonable security measures as prevent access by any other person and commercial use, 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 enable 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 except as permitted by applicable law. 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 and/or without other reasonable security measures.

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; and/or such other reasonable security measures as prevent access by any other person and commercial use.
- 5.2 Sections 5.2 – 5.3 and 9.4 of the General Terms and Conditions shall apply mutatis mutandis 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 terminate the License Agreement, 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 License Agreement under Section 6.1 above or upon expiration or termination for any reason of the rights granted under the License Agreement, Licensee shall procure the destruction of any copies of the Content and/or TDM Materials which may be locally loaded or in its possession or control. [Upon Licensor's request, no later than 30 days after such termination, Licensee shall provide a statement of destruction signed by an authorized officer of Licensee.]

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 Licensee's full- and part-time 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.

1.5 **"Commencement Date"** means the first day of the Term, as set out in individual Product Terms on which Licensor will commence providing the Publishing Services and/or grant access 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, which is unlimited in time, but 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 Attachment 1 of 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 or Publishing Services identified in individual Product Terms.

1.13 **"Product Terms"** mean the terms and conditions applicable to the specific categories of Content or Publishing Services.

1.14 **"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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