

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. "Artificial Intelligence ("Al") refers to the branch of computer science that is designed to mimic human cognitive functions such as learning, reasoning, problem-solving, understanding natural language, recognizing patterns, and making decisions.
- 1.5. "Authorized Users" means Licensee's full- and part-time faculty members, students, staff, researchers, visiting scholars, registered library users in case the Licensee is a public library (provided that such users are residents of the Federal Republic of Germany), 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.
- 1.6. "Commencement Date" means the first day of the Term, as set out in individual Product Terms with respect to the Content identified in such Product Terms.
- 1.7. **"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.
- 1.8. "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.
- 1.9. "Customer" means the party identified as "Customer" in Attachment 1 of the License Details.
- 1.10. "Licensee" means each of the parties identified as "Licensee" in Attachment 1 of the License Details.
- 1.11. "Licensor" means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.
- 1.12. "**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.
- 1.13. "Product" means the specific category of Content identified in individual Product Terms.
- 1.14. "Product Terms" mean the terms and conditions applicable to specific categories of Content.
- 1.15. "**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;
 - 2.1.3. transmit to a non-commercial library single articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Licensee's staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.
- 2.2. Authorized Users may solely for their personal educational, scientific, or research purposes:
 - 2.2.1. access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content;
 - 2.2.2. download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, eBooks and portions thereof, individual database outputs, graphs, reports, or other individual items of the Content;
 - 2.2.3. use single articles, eBooks and portions thereof, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented, and
 - 2.2.4. use the Springer Nature SharedIt functionality when available, or other means when necessary, to transmit single articles, chapters or other individual items of Content to third-party members of the Authorized Users' research group(s) for personal, scholarly, educational, or research use, but in no case for commercial purposes, nor in any manner that would serve as a replacement for a subscription to the Content.

3. Prohibited Uses

- 3.1 Neither Licensee nor Authorized Users shall:
 - 3.1.1. remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,
 - 3.1.2. except as permitted by applicable law or this License Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content for clarity, such prohibition extends to doing any of the foregoing with the use of artificial intelligence (AI) models or systems;
 - 3.1.3. except as permitted by Section 2 or by applicable law or this License Agreement, re- distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,
 - 3.1.4. systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and metadata), such as webcrawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the License Agreement,



- 3.1.5. directly or indirectly use or assist any third party to use the Content (including without limitation any data derived from the Content) to (i) create products or services that would compete with or negatively affect Licensor or Licensor's Affiliates products or services, or (ii) 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. use any part of the Content (including without limitation any data derived from the Content) to develop, train, program, improve, and/or enrich, directly or indirectly, any AI model or system which is or may be accessible by a third party (other than Licensee and Authorized Users), or permit third parties to do so. Notwithstanding the foregoing, it is not prohibited to use limited portions of the Content in prompts and queries in an AI system. For clarity, any use of Content of Licensee or Authorized Users in connection with a) an AI model or system only accessible to Licensee and Authorized Users, or b) using portions of the Content in prompts or queries with a third party AI model or system are not subject of the rights granted in this License Agreement and are Licensee's or Authorized Users sole responsibility. For clarity, Licensee acknowledges and accepts that Licensor extends no representations or warranties, whether express or implied, as to the legality or non-infringement of using Content in connection with an AI model or system described in this Section.

Licensor and Customer agree to monitor and mutually discuss the legal and technological developments related to AI to the extent needed to interpret rights and obligations related to the License Agreement, and if required, mutually amend the License Agreement.

- 3.1.7. otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.
- 3.1.8. For the avoidance of doubt, (i) non-derogable statutory rights of Authorized Users or Licensees under German or other applicable law are not restricted by this Section 3 and (ii) 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. For the avoidance of doubt, payment of License Fees is not related to the access or use rights with respect to Open Access Content.

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 to detect misuse of the Content.
- 4.3. Where feasible, Licensor shall collect data on usage of the Content 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 strictly 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.
- 4.4. Licensor shall use reasonable efforts to provide online access to the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, and (b) server and software maintenance; and to restore access to the Content as promptly as possible in the event of an interruption or suspension of access to the Platforms. 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.
- 4.5. Licensor cooperates with a number of digital preservation services (e.g. CLOCKSS, and Portico) for the



preservation of certain online products of Licensor. In the case of a triggering event set forth in Licensor's agreements with the digital preservation services, Licensee may be entitled to access the Content pursuant to such agreements. It is in Licensor's sole discretion to enter into or to continue such agreements.

- 4.6. Licensor reserves the right to discontinue publication or distribution of any part of the Content and to withdraw, edit, amend or retract any part of the Content to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim.
- 4.7. Licensor and its suppliers retain all right, title, and interest in and to the Content, except as expressly set forth in this License Agreement. Nothing in this License Agreement shall grant Licensee 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 works with various third-party scholarly platforms to enhance Authorized Users' access to certain Content. For authentication and authorization purposes only, Licensor may provide Licensee's institutional IP range and entitlements to such third party providers. Usage restrictions contained in this License Agreement apply to Authorized Users' access to and use of the Content regardless of the platform on which the Content is accessed.

5. Rights and Obligations of Licensee

- 5.1. Licensee shall at all times implement reasonable measures 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 all Authorized Users are notified of and 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. In the event that Licensor's performance of its obligations under this License Agreement requires that Licensor receive or otherwise process any personal data of Authorized Users, then 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 other 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 Customer.

7. Term and Termination

- 7.1. Either Licensor or Customer may terminate the License Agreement immediately upon notice 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 if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party (which for the purpose of this Section 7.2 includes, with respect to Customer, an individual Licensee), 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, (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law, or (h) the other party assigns its rights and obligations under this agreement to a third party by reason of a state mandated merger.
- 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, (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control, and (d) use reasonable efforts to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums. For clarity, however, the first sentence of this Section 7.5 does not apply upon expiration of the Term of a Product with Continuing Access specified in the applicable Product Terms. All 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 Licensor 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, and a trade secret, 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: (x) 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, (y) as required by law, or (z) 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. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (y) or (z) above, it shall immediately notify Licensor of such request, to the extent legally permissible give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor with information reasonably necessary for Licensor to seek a protective order or in connection with other measures sought by Licensor to ensure that the recipient of the Confidential Information keeps it confidential.

9. Representations, Warranties, Indemnification

- 9.1. Licensor represents and warrants that (a) it has sufficient rights to the Content to grant the rights granted herein, and (b) use of the Content by Licensee as expressly permitted under this License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.
- 9.2. Licensor shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Licensor; (c) failure by Licensee to implement recommendations previously advised by Licensor in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Licensor.
- 9.3. Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns ("Indemnified Parties") from and against all demands, obligations, costs, losses and liabilities arising from third-party claims, (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 of the defense and/or settlement of such claim with counsel of Licensor's choice at its expense. This Section 9.3 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content. This indemnification obligation shall not apply in relation to claims based in whole or in part on the use of the Content by Licensee or any Authorized User other than as expressly permitted under this License Agreement.
- 9.4. EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE CONTENT "AS IS" AND MAKES NO OTHER REPRESENTATION OR WARRANTY. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS LICENSE AGREEMENT IS LIMITED TO THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.
- 9.5. Customer represents and warrants that (a) it has the requisite authority to enter into this License Agreement and (b) if acting on behalf of one or more Licensees (i) it is fully and unconditionally authorized so to act and to bind such Licensee(s) to this License Agreement, and (ii) it has provided a copy of the License Agreement to Licensee(s) or afforded Licensee(s) the opportunity to review all provisions of the License Agreement applicable to Licensee(s).



9.6. Customer represents that neither Customer nor any Licensee is currently the subject or target of any sanctions imposed by the sanctions authority of any government and agrees that it will not facilitate access to the Content for any entity or person when it has reason to believe facilitating such access would, or is likely to, violate applicable sanctions. Licensor may unilaterally terminate this License Agreement, either in whole or with respect to a particular Licensee, with immediate effect on written notice if Licensor has reasonable grounds to believe that either (i) Customer is in breach of that representation or (ii) Licensor may violate applicable sanctions by the provision of access to Content under the License Agreement due to a change in law or the placement of an entity or person on a sanctions black list.

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 may not assign its rights or delegate its obligations or any part thereof under the License Agreement by operation of law or otherwise without the prior consent of Licensor. Any attempt 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. Except for any obligations to make payments to the other party hereunder, 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, national or regional emergencies, power, telecommunications or Internet 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. The party invoking such circumstances is obliged to prove the existence of such circumstances and its cause for the delay or failure to perform any term or condition of this Agreement.
- 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 except as expressly specified herein, cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign or a similar e-signature solution, 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. Licensor may send the proposed modification(s) to the License Agreement via email provided, however, such modifications do not amend, or seek to amend, the License Fee(s). Acceptable modifications that may be sent via email are limited to (i) change(s) to the Content; (ii) removal or addition of Licensee(s); or (iii) update(s) to the Customer's or Licensee's address or contact details. Customer shall confirm acknowledgement and agreement to such email modification by return email. 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, Product Terms, and/or the License Details/Attachment 1, such documents will control in the following order of preference:(1) Product Terms; (2) the License Details/Attachment 1; and (3) these General Terms and Conditions. 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 Springer Nature, Licensing Control, Van Godewijckstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands or to an official e-mail address ,given by Licensor for such purposes with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany or to an official e-mail address given by Licensor for such purposes. Notice to Customer shall be to the address set forth in the License Details.
- 10.9. This License Agreement 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 License Agreement.
- 10.10. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.