

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) Licensee's employees and contractors and b) Licensee Affiliates' employees and contractors (provided that use by a contractor of Licensee or a Licensee Affiliate is authorized solely to the extent it is for the benefit of Licensee or the Licensee Affiliate, respectively, and not for the benefit of the contractor or any third party).

1.5 **"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.

1.6 **"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 the party identified as "Licensee" in the License Details.

1.10 **"Licensee Affiliate"** means the entities listed in Attachment 1, under the condition that they fulfill the definition of "Affiliate".

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 and permit incorporation of links on Licensee's Affiliates' intranet websites to the Content in full text format on the Platforms.

2.2 Authorized Users may solely for research and regulatory purposes in the furtherance of the Licensee's business:

2.2.1 access (including by remote access), 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, and

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 internal training materials with all rights notices duly presented.

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,

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3.1.4 systematically download or extract any Content (or part of Content) to its own or any third-party server, including but not limited to for the purposes of text and data mining, use routines designed to continuously and automatically search and index the Content (full text and metadata), such as web-crawling 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 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 the Content (or any part thereof) in connection with generative artificial intelligence systems, including, without limitation, to develop, train, program, improve, and/or enrich any such system, or permit any third party to do any of the foregoing.

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

4. Rights and Obligations of Licensor

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

4.2 Licensor reserves the right to monitor, investigate and analyze all available data including logfiles 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 the 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.

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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.

5.4 Licensee shall remain fully responsible for any breach of this License Agreement or infringement of intellectual property rights hereunder by a Licensee Affiliate.

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

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

7.4 Licensor may suspend the provision of the Content to 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 ensure deletion or destruction of all copies of the Content on electronic and physical storage mediums in its own or any Affiliates'

possession or control, and (d) Licensee shall 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.

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.

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9.1 Licensor represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Licensee in accordance with the License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.

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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.

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9.5 Customer represents and warrants that it has the requisite authority to enter into this License Agreement.

9.6 Customer represents that neither Customer nor any Licensee Affiliate is currently the subject or target of any sanctions imposed by the sanctions authority of any government and agrees that it will not supply Licensor with any IP Address that may provide access to the Content to any entity or person when it has reason to believe providing such access would, or is likely to, violate applicable sanctions. Licensor may unilaterally terminate this License Agreement 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.

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

10.4 Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any 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. Failure or delay of either party to enforce any of its rights under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.

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

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

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

10.8 All notices given pursuant to the License Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail),. Notice to Licensor shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany. 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.