

## 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.

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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 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, 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

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

1.13 “**Product Terms**” mean the terms and conditions applicable to specific categories of Content.

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.

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

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## 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 Licensee.

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

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

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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**

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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.

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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.

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