

# Licence agreement between



**Mohr Siebeck**

GmbH & Co. KG

Wilhelmstraße 18

72074 Tübingen

ARTIBUS INGENIUS

[Text deleted]

## UC San Diego Library (licensee)

9500 Gilman Drive 0175A La Jolla,

CA 92093-0175, USA

and

## Mohr Siebeck GmbH & Co. KG (licensor)

Wilhelmstraße 18, 72074 Tübingen, Germany

The licensee hereby confirms the knowledge of the General Terms and Conditions of Use (Annex 1) as well as the Data Privacy Statement (Annex 2) of the licensor and agrees to their validity inasmuch as they will not be subject to alteration by an individual agreement (Annex 3).

For the licensee:

San Diego, CA 4/8/22

Place, Date

[Text deleted]

Name

[Text deleted]

Signature

For the licensor:

Tübingen, 21. APR. 2022

Place, Date

[Text deleted]

Head of Sales

[Text deleted]

Signature

[Text deleted]

# ANNEX 1: General Terms & Conditions of Use Mohr Siebeck eLibrary

## 1. Scope of application / General

- 1.1. The following General Terms & Conditions of Use govern the reciprocal rights and obligations for institutional licensees of the Mohr Siebeck eLibrary on the one hand, and the Mohr Siebeck GmbH & Co. KG (known hereinafter as the Licensor) on the other hand.
- 1.2. This Terms & Conditions constitutes the entire agreement and supersedes all prior communications, understandings, and agreements, any "click-through" screens or agreements, and any terms of use posted on the online site of the Mohr Siebeck eLibrary, until such time as modifications or amendments to the Agreement are mutually agreed to in writing and signed by the authorized representatives of both parties .

## 2. Article of Use

- 2.1. The article referred to by these Terms & Conditions of Use concerns the use of electronic content as subscribed or purchased on the [mohrsiebeck.com](http://mohrsiebeck.com) website or purchased via other online management platforms and given access on the [mohrsiebeck.com](http://mohrsiebeck.com) website (known hereinafter as: Article of Use). The Article of Use is protected by copyright and subject to statutory terms of copyright.
- 2.2. The Licensor grants the licensee the non-exclusive, non-transferable and non sub-licensable right, to access the Article of Use for use subject to these Terms & Conditions of Use. The licensee is granted a permanent, perpetual right of use for purchased content, as long as the Licensor is in possession of the required rights to do so. The Article of Use (complete or in parts) may not be archived without the prior express permission of the Licensor.
- 2.3. Any use other than that expressly permitted in these Terms & Conditions of Use is prohibited. The Article of Use may only be used within the limits of the authorisation purchased by the licensee. It is not permitted to reproduce the Article of Use in public or provide public access to it, in particular, in online repositories or elsewhere on the Internet.
- 2.4. The Licensor reserves the right to withdraw the Article of Use, where reasonable suspicion is given that the right to place it at the disposal of third parties has been infringed or where any other legal specifications have been violated. Licensor shall give written notice to the Licensee of such withdrawal no later than thirty (30) days following the removal of any item pursuant to this section. If any of the changes, removals, modifications, or migrations renders

the Articles of Use substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach.

### **3. Technical Requirements**

The licensee ensures that the technical requirements for access to the Mohr Siebeck eLibrary are available to his users. This includes provision of a compatible browser. The licensor shall notify the licensee of the browsers that can be used as and when requested to do so. It is incumbent on the user to equip his computer hardware with the latest anti-virus software and to update it at regular intervals. The licensor shall not be held liable for any damage caused by viruses that could have been repelled with the aid of corresponding software. Furthermore, the licensee is responsible for backing up his own data and the data stored on his own hardware.

### **4. Rights & Obligations of Institutional Licensees of Mohr Siebeck eLibrary**

4.1. Institutional licensees can apply to the Licensor for access to the administration area "Licensee account for libraries". Usage statistics and catalogue data (including MARC records) for the Article of Use can be called up there and contact and access data edited. Catalogue data made available may be imported by the institutional licensee at any given time into their own catalogues or into catalogues of associated institutions (e.g. Library groups).

4.2. Institutional licensees can provide authorised users with access for usage (see 4.5.). Access and usage are to be via an independent network or a virtual network, which can only then be accessed by authorised users that are controlled and monitored by the institutions (secure network).

4.3. Authorised users are:

- current members of the licensee's teaching staff,
- library employees and other employees of the licensee,
- students currently enrolled at the institution,
- current named users of the library (fully and personally registered)
- visitors to the library ("walk-in-users") for the duration of their visit only.

4.4. The number of simultaneous users is unrestricted for institutional accesses. Generally, the usage authorisation is for individual locations ("single sites", an associated campus).

- 4.5. Access to the Article of Use is provided through the IP addresses made available by the licensee. The licensor reserves the right to reject individual IP addresses or IP ranges, where they do not belong in the area of the licensee. Visitors to the library can be granted access to the Article of Use in the licensee's physical premises at computer workplaces. Furthermore, members and personnel of the respective licensee can access the contents purchased by the licensee by remote access. This is implemented by the licensee's own VPN dial-in procedure, EZProxy, using a shibboleth, or via the licensee's secure network.
- 4.6. The Article of Use may be viewed and examined for private usage or for research purposes. It remains the case that within the limits set by statutory specifications, up to 15 per cent of a published work as well as complete illustrations, individual articles from the same scientific journal, miscellaneous works of lesser scope and works that are out of print
- may be reproduced, distributed, made accessible to the public or communicated to the public in any other manner for illustration of the lesson and theory in educational institutions (in particular, universities) for non-commercial purposes for lecturers and students at each event, for lecturers and examiners at the same institution as well as for third parties, insofar as this serves the presentation of the lesson, of lesson or learning results at the institute (cf. § 60a German Copyright Act (UrhG)), as well as
  - may be reproduced, distributed, made accessible to the public for the purpose of non-commercial scientific research for a specific defined group of people for their own scientific research as well as for individual third parties, insofar as this serves examination of the quality of scientific research (cf. § 60c German Copyright Act (UrhG)).
- 4.7. In accordance with the specification of § 60e Section 5 German Copyright Act (UrhG) institutional licensees are permitted to forward reproductions of up to 10 per cent of a published work as well as individual articles that were published in the Licensor's magazines, as single orders to users for non-commercial purposes (interlibrary loan).
- 4.8. Institutional licensees are obliged to implement reasonable and suitable technical and legal measures designed to prevent any infringement of granted rights, use contrary to the terms of the contract, misuse and any other malfunctions, and to rule

out any recurrence thereof. Furthermore, they are also obliged to notify the Licensor about any such incidents without delay and comprehensively. The licensee shall make reasonable efforts to inform the authorized users in an appropriate form that the material is protected by copyright and that they are bound by their own terms of use to use it in accordance with the law. Licensor acknowledges that the Licensee cannot police or control the actions of its students, faculty, and other users with respect to their use of the Article of Use.

4.9. In the event of any unauthorized use of the Article of Use by an Authorized User, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Article of Use of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. Licensor may terminate such Authorized User's access to the Licensed Materials after first promptly notifying Licensee of the access termination and cooperating with the Licensee to avoid recurrence of any unauthorized use.

4.10. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Article of Use..

## 5. Open Access, Licences, Prices

5.1. For our content demarcated as "Open Access" the following applies – insofar as the bibliographical details are not stated otherwise – Licence CC-BY-NC-ND 4.0 (Attribution – No Commercial – No Derivatives 4.0 International: <https://creativecommons.org/licenses/by-nc-nd/4.0/>). They may not be modified or supplied for a commercial purpose without the Licensor's consent. When forwarding an identical print version, a complete reference must be made to the originator, the Licensor and the DOI, as set forth in the relevant Creative Commons License Agreement. Any content included in the Article of Use is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

5.2. The Licensor reserves the right to subsequently make contents that were purchased for a licence, available licence-free. The Licensor is also entitled to change the final price of individual electronic products. In both cases, no refund claims exist for rights of use acquired before this date, either for the licensee or for the licensor.

5.3. The "Open Access" provisions do not apply for contents demarcated as "free access". These are freely accessible on the Mohr Siebeck eLibrary and they may be downloaded, stored and printed out, but not made available in another area. The rights and obligations as defined in these Terms & Conditions of Use remain applicable with regard to use by licensee and authorized users.

## **6. Long-Term Archiving**

Licensees who purchase Mohr Siebeck eLibrary electronic content acquire a perpetual right of usage. To secure the right of usage even in the event that the data are no longer available on the platform or where the Licensor shall no longer make its contents available at a subsequent point in time or where it is unable to do so, the Licensor shall ensure that the data are archived as a precaution by an external service provider.

## **7. Performance Impairment and Liability**

7.1. The Mohr Siebeck eLibrary is generally available to the licensee 24 hours a day on a seven-day basis. The Licensor shall ensure an accessibility level of 95% is available on an annual average. Exceptions hereto are downtimes caused by maintenance and software updates as well as times in which the Licensor's Internet server was not accessible due to force majeure or, in particular, through technical problems that were outside the Licensor's area of influence (e.g. caused by third parties). The Licensor shall not be liable for a specific transfer capacity and/or speed when transferring data to and/or from the Licensor's server. The Licensor is entitled to block access to the eLibrary on a temporary basis where required for the security of the network operation or maintenance of use, in particular for the avoidance of serious malfunctions in the network or any loss of stored data. In the event a period of interrupted service extends beyond ten (10) consecutive days, the Licensor shall offer an extension of access equal the length of interrupted service, or a pro rata refund or credit, the choice of which shall be at the sole discretion of the Licensor.

7.2. Contextual flaws in the Article of Use shall be rectified by Mohr Siebeck once accordingly notified as part of the usual contractual update procedures. No-fault liability is excluded. The liability for the infringement of essential contractual obligations is restricted to the replacement of typical contractual, foreseeable damage, insofar as no intent or gross negligence was involved.

## 8. Places of Performance and Jurisdiction

8.1. The place of performance is Tübingen in Germany. The place of jurisdiction in dealing with traders, public law entities and with separate property under public law is Tübingen, Germany.

8.2. Responsible for content:

Mohr Siebeck GmbH & Co. KG

P.O. Box 2040

72010 Tübingen

Germany

[Text deleted]

8.3. Responsible for content according to § 6 MDStV: Dr. Henning Ziebritzki

## 9. Identity of Mohr Siebeck

**Legal form:** GmbH & Co. KG (Limited partnership (KG) with a limited liability company (GmbH) as a general (personally liable) partner)

**Registration court:** Local Court (Amtsgericht) Stuttgart, Germany

**Registration number:** HRA 381497

**Personally liable partner:** Siebeck Verwaltungs-GmbH

**Registration court:** Local Court (Amtsgericht) Stuttgart, Germany

**Registration number:** HRB 382687

**Authorised Representative Managing Director:** Dr. Henning Ziebritzki

## 10. Final provisions

- 10.1. Should individual provisions of these terms and conditions be or become invalid or ineffective in whole or in part, the validity of the remaining provisions remains unaffected.
- 10.2. The licensor reserves the right to change these terms of use. Changes to these Terms and Conditions shall only become effective upon written confirmation by both parties (see 1.2.).



## ANNEX 2: Data Privacy Statement Mohr Siebeck GmbH & Co. KG

### 1. General

This data privacy statement sets out the nature, scope and purpose of our processing of the users personal data (in the following referred to for short as "data") as part of the licensor's online offering and the associated web pages, functions and content, as well as through the licensor's external online presence, such as the licensor's social media profiles (in the following referred to collectively as the licensor's "online offering"). With regard to the terms used, including "processing" and "data controller", please refer to the definitions in Art. 4 of the General Data Protection Regulation (GDPR).

### 2. Responsible party

Mohr Siebeck GmbH & Co. KG

Wilhelmstraße 18

72074 Tübingen

Germany

E-mail adresse: [info@mohrsiebeck.com](mailto:info@mohrsiebeck.com)

Authorised representative company director: Dr. Henning Ziebritzki

Link to licensor's details: <http://www.mohrsiebeck.com/en/legal-notice>

Contact – Data Protection Officer: [datenschutz@mohrsiebeck.com](mailto:datenschutz@mohrsiebeck.com)

### 3. Categories of data procession:

- 3.1. Inventory data (e.g. names, addresses).
- 3.2. Contact details (e.g. e-mail addresses, telephone numbers).
- 3.3. Content (e.g. text input, photographs, videos).
- 3.4. Usage data (e.g. websites visited, interest shown in content, access times).
- 3.5. Metadata/communication data (e.g. device information, IP addresses).

### 4. Purpose of procession

- 4.1. Provision of the online offering, its functionality and content
- 4.2. Responding to contact enquiries and communicating with users.
- 4.3. Security measures.
- 4.4. Reach measurement/marketing.

## 5. Terms used

- 5.1. "Personal data" is any information relating to an identified or identifiable natural person (in the following referred to as "affected persons"). A natural person is classed as identifiable where he or she can be identified directly or indirectly, in particular by means of matching to an identifier such as a name, to an identifying number, to location data, to an online identifier (such as a cookie) or to one or more special features which represent an expression of the physical, physiological, genetic, psychological, economic, cultural or social identity of the said natural person. .
- 5.2. "Processing" is any action or sequence of actions carried out with or without the aid of automated means in connection with personal data. The term is far-reaching, and covers practically all handling of data.
- 5.3. The "data controller" is the natural person or legal entity, public authority, institution or other body who determines the purposes and means of processing personal data, either alone or in conjunction with others.

## 6. Legal basis

Pursuant to Art. 13 GDPR, we hereby advise the user of the legal basis for the licensor's processing of data. Where the legal basis is not cited in the privacy statement, the following provisions apply: The legal basis for obtaining consent is Art. 6 (1) lit. a and Art. 7 GDPR; the legal basis for processing of data in order to fulfil the licensor's supplies and services and execute measures under contracts, as well as in responding to enquiries, is Art. 6 (1) lit. b GDPR; the legal basis for processing of data in order to fulfil the licensor's legal obligations is Art. 6 (1) lit. c GDPR; and the legal basis for processing of data in order to protect and preserve the licensor's legitimate interests is Art. 6 (1) lit. f GDPR. Where vital interests of the affected person or of another natural person necessitate processing of personal data, Art. 6 (1) lit. d GDPR serves as the legal basis.

## 7. Security measures

The licensor advises that the user regularly review the content of the licensor's data privacy statement (<https://www.mohrsiebeck.com/en/data-protection>). The licensor will update the statement as necessary whenever the licensor make changes to the licensor's methods of data processing. The licensor will notify the user whenever the user

need to take action as a result of the said changes (such as giving the licensor's consent) or when any other specific notification becomes necessary. .

## **8. Cooperation with data processors and third parties**

8.1. Where the licensor disclose data to other persons and organisations (data processors or third parties), transfer data to them or allow them access to the data in any other way in the course of the licensor's processing, the licensor shall do so only to the extent allowed by law (such as where transfer of data to third parties, including to payment service providers, is essential to performance of the contract pursuant to Art. 6 (1) lit. b GDPR), where the user have given the users consent, where the licensor is legally obliged to do so, or on the basis of the licensor's legitimate interests (such as when engaging representatives, web hosters, etc.).

8.2. Where the licensor engages third parties as data processors on the basis of a data processing agreement, the licensor shall do so on the basis of Art. 28 GDPR.

## **9. Transfer of data to third countries**

Where the licensor processes data in a third country (that is to say, a country outside the European Union (EU) or the European Economic Area (EEA)), or the licensor does so in the course of utilising services from third parties or in the disclosure or transfer of data to third parties, the licensor shall do so only in order to fulfil the licensor's (pre-)contractual obligations, on the basis of the user's consent, in fulfilment of a legal obligation, or on the basis of the licensor's legitimate interests. Subject to legal or contractual permission, the licensor shall process data, or arrange for processing of data, in a third country only if the special preconditions laid down in Art. 44 ff. GDPR are met. That is to say, for example, processing shall take place on the basis of special guarantees, such as official recognition of a data security level corresponding to that of the EU (e.g. based on the Privacy Shield in the USA) or in compliance with officially recognised special contractual obligations (so-called "standard contract terms").

## **10. Rights of affected persons**

10.1. The user has the right to demand confirmation as to whether relevant data is being processed, and to receive information concerning the said data as well as further information and copies of the data in accordance with Art. 15 GDPR.

- 10.2. In accordance with Art. 16 GDPR, the user have the right to demand that data relating to the user be supplemented if incomplete, or be corrected if inaccurate.
- 10.3. In accordance with Art. 17 GDPR, the user has the right to demand that relevant data be immediately deleted, or alternatively pursuant to Art. 18 GDPR that processing of the said data be restricted.
- 10.4. The user has the right in accordance with Art. 20 GDPR to demand that data relating to the user which the user have provided to us be returned to the user, and that it be transferred to other data controllers.
- 10.5. The user further has the right in accordance with Art. 77 GDPR to submit a complaint to the competent supervisory authority.

## **11. Right to revoke consent**

The user has the right to revoke consent the user have granted in accordance with Art. 7 (3) GDPR with effect for the future.

## **12. Right to object**

The user can object to the future processing of the data relating to the user in accordance with Art. 21 GDPR at any time. The user can object in particular to the processing of the user's data for direct marketing purposes.

## **13. Cookies and right to object to direct marketing**

- 13.1. Cookies are small files which are stored on users' computers. Cookies can contain a range of different data. The primary purpose of a cookie is to record data on a user (and details of the device on which the cookie is stored) during – or also after – his or her visit to an online offering. Session cookies, also known as transient cookies, are cookies which are deleted after a user has left an online offering and closes his or her browser. Cookies of this kind may, for example, record the content of a shopping basket on an online shop or a login status. Permanent, or persistent, cookies remain stored after the browser is closed. This means a user's login status is retained if he or she returns to the site days later. A cookie of this kind may also record a user's interests for reach measurement or marketing purposes. Third-party cookies are installed by vendors other than the data controller who operates the online offering (otherwise, if only the data controller's cookies are installed, these are called first-party cookies).

- 13.2. The licensor may make use of both session cookies and permanent cookies, and provide details on this in the licensor's privacy statement.
- 13.3. If users do not want cookies to be stored on their computers, they are requested to disable the relevant option in their browser's settings. Stored cookies can be deleted in the browser settings. Disabling cookies may impair the functionality of the online offering.
- 13.4. A global objection to the use of cookies for online marketing purposes by many services – especially those which engage in tracking – can be issued through the US website at <http://www.aboutads.info/choices/> or the EU site at <http://www.youronlinechoices.com/>. Furthermore, the storing of cookies can be prevented by disabling them in the browser settings. Please note that the user will then possibly not be able to utilise the full functionality of the online offering.

## 14. Deleting Data

- 14.1. The data the licensor processes will be deleted, or its processing restricted, in accordance with Art. 17 and 18 GDPR. Unless explicitly specified in this privacy statement, the data held by us will be deleted as soon as it is no longer required for its intended purpose and no statutory retention periods apply which prohibit it from being deleted. If the data is not deleted because it is required for other legally admissible purposes, its processing will be restricted. That is to say, the data will be blocked, and not processed for other purposes. That is the case, for example, in respect of data which must be retained pursuant to commercial or tax law.
- 14.2. German law in particular stipulates retention periods of 10 years according to Article 147, para. 1 of the Fiscal Code (AO), Article 257 para. 1, nos. 1 and 4, para. 4 of the German Commercial Code (HGB) (relating to books, records, management reports, posting vouchers, commercial accounts, documents relevant to taxation, etc.) and six years according to Article 257, para. 1, nos. 2 and 3, para. 4 HGB (commercial correspondence).
- 14.3. Austrian law stipulates retention periods of seven years according to Article 132, paragraph 1 of the Federal Fiscal Code (BAO) (accounting documents, vouchers/invoices, accounts, vouchers, business documents, statements of income and expenses, etc.), of 22 years in relation to real estate, and of 10 years for documents

relating to electronic services, telecommunications, radio and television services provided to non-business entities in EU member-states and for which the Mini-One-Stop-Shop (MOSS) is utilised.

## **15. Business-related processing**

The licensor additionally processes:

- contractual data (e.g. relating to the subject of the contract, the contract term and licensee category).
- payment data (e.g. bank account details, payment history) relating to our licensees, leads and business partners for the purposes of performing contracted services, providing service backup and licensee care, marketing, promotions and market research.

## **16. Hosting**

16.1. The licensor is using hosting to provide the following services: Infrastructure and platform services; computing capacity; storage space and database services; security services; and technical maintenance services for the operation of the licensor's online offering.

16.2. In this, the licensor and/or the licensor's hosting provider process inventory data, contact details, content, contract data, usage data, metadata and communications data of licensees, leads, and visitors to the licensor's online offering on the basis of the licensor's legitimate interest in providing an efficient and secure online offering in accordance with Art. 6 (1) lit. f GDPR in conjunction with Art. 28 GDPR (Processor).

## **17. Provision of digital content in the Mohr Siebeck eLibrary**

17.1. In pursuit of the licensor's legitimate interests under the terms of Art. 6 (1) lit. b and f. GDPR, the licensor collects data on the use of digital content in the online viewer of the licensor's eLibrary. The processed data includes the name of the website/file accessed, the date and time of accessing, the volume of data transferred, notifications of successful access, the user's browser type including its version, the user's operating system, and their abbreviated (and subsequently anonymised) IP address.

17.2. Users accessing licensed digital content in the licensor's eLibrary are subject to the data processing. The processing is carried out for the purposes of delivering

contracted services and support, in order to compile anonymised usage statistics, as well as on the basis of the licensor's legitimate interest in protecting against abuse and other unauthorised use. The licensor will fundamentally not pass on personal data obtained from this collection process to third parties, except where it is necessary in pursuit of the licensor's claims or where the licensor is legally obliged to do so pursuant to Art. 6 (1) lit. c GDPR.

## **18. Collection of access data and log files**

18.1. On the basis of the licensor's legitimate interests under the terms of Art. 6 (1) lit. f GDPR, the licensor and/or the licensor's hosting provider collect data in server log files every time the server hosting the said service is accessed. The access data includes the name of the website/file accessed, the date and time of accessing, the volume of data transferred, notifications of successful access, the user's browser type including its version, the user's operating system, the referrer URL (the page visited immediately prior), the user's IP address, and the requesting provider.

18.2. Log file data is stored for a maximum of seven days for security reasons (such as to investigate abuse or fraud) and is then deleted. Data which is required to be retained longer as evidence is exempted from the deletion procedures until the case at hand has been definitively solved.

## **19. Order processing in the online shop and licensee account**

19.1. The licensor processes the licensor's licensees' data in response to their orders submitted to the licensor's online shop in order to facilitate their selection and ordering of the licensor's products and services, as well as for the purposes of executing the said orders (payment and shipping).

19.2. The data the licensor processes includes inventory data, communications data, contract data and payment data. The data subjects include the licensor's licensees, leads, and other business partners. The licensor processes the data in order to deliver contracted services in the course of operating the licensor's online shop, including associated billing, shipping and licensee services. In doing this, the licensor uses session cookies to store shopping basket contents and permanent cookies to store user logins.

19.3. The licensor processes the data on the basis of Art. 6 (1) lit. b (performance of a contract) and c (archiving required by law) of the GDPR. This requires the data stipulated as necessary for the establishment and performance of the contract. The licensor will disclose the data to third parties only in the course of executing shipping and payment procedures, or within the extent of the licensor's legal rights and obligations in relation to legal advisors and public authorities. The data will only be processed in third countries where necessary for the performance of the contract (such as at the licensee's request in relation to shipping or payment).

19.4. Users can optionally set up an account through which they can, in particular, view their orders. The mandatory notifications are presented to users during the registration process. User accounts are not public, and cannot be indexed by search engines. When users cancel their accounts, the data relating to the user account is deleted, unless it must be retained pursuant to commercial or tax law in accordance with Art. 6 (1) lit. c GDPR. Licensees' account data is retained until the account is deleted, and is archived beyond that point where a legal obligation to retain it exists. It is the responsibility of users to ensure that their data is saved if they cancel before the end of the contract term.

19.5. In the course of registration and login procedures, and when users use the licensor's online services, the licensor stores the user's IP address and the time the action in question was carried out. The data is stored on the basis of the licensor's legitimate interests and in the interests of users to protect against abuse and other unauthorised use. The licensor will fundamentally not pass on this data to third parties, except where it is necessary in pursuit of the licensor's claims or where the licensor is legally obliged to do so pursuant to Art. 6 (1) lit. c GDPR. .

19.6. The data will be deleted at the end of the statutory warranty period and when comparable obligations expire. The licensor will review the necessity to retain the data every three years. Where archiving of data is required by law, the licensor will delete it when the statutory retention period expires (six years under commercial law; 10 years under tax law) .

## **20. Administration, financial accounting, office organisation, contact management**



- 20.1. The licensor processes data in performing administrative functions and organising the licensor's business operations, financial accounting and fulfilment of the licensor's legal obligations, such as archiving. In doing so, the licensor processes the same data which the licensor processes in providing the licensor's contractual services. The bases for processing of data are Art. 6 (1) lit. c. GDPR, Art. 6 (1) lit. f. GDPR. The processing relates to licensees, interested parties, business partners and website visitors. The purposes of, and the licensor's interests in, the processing of data are for administration, financial accounting, office organisation and data archiving – that is to say, functions which serve to sustain the licensor's business operations, fulfil the licensor's tasks and deliver the licensor's products and services. The deletion of data in relation to contractual services and contract-related communications corresponds to the procedures set out in connection with the said processing activities.
- 20.2. In this, the licensor discloses or transfers data to finance authorities, advisors such as accountants or auditors, as well as to other official bodies which collect levies and to payment service providers.
- 20.3. In pursuit of the licensor's commercial interests, the licensor also stores data relating to suppliers, event organisers and other business partners, in order to contact them subsequently for example. The licensor stores this mostly corporate data on a permanent basis as a matter of policy.

## **21. Commercial analyses and market research**

- 21.1. In order to run the licensor's business efficiently, track market trends and identify licensees' and users' wishes, the licensor analyses the data the licensor holds in relation to business transactions, contracts, enquiries, etc. In doing so, the licensor processes inventory data, communications data, contract data, payment data, usage data and metadata on the basis of Art. 6 (1) lit. f. GDPR. This processing relates to licensees, interested parties, business partners, visitors to and users of the online offering.
- 21.2. The analyses are carried out for the purposes of commercial evaluation, marketing and market research. In doing this, the licensor may consider the profiles of registered users including data such as their purchase transactions. The analyses help us to optimise and enhance the user-friendliness of the licensor's offering, as well as to make it more economically efficient. The analyses benefit only to the licensor, and

are not disclosed to external parties, apart from in the form of anonymised analyses containing summary data.

- 21.3. Where the said analyses or profiles relate to specific persons, they are deleted or anonymised when the users concerned give notice of termination; otherwise two years after signing of contracts. In other respects, macro-economic analyses and general trend analyses are compiled anonymously as far as possible.

## **22. Contact**

- 22.1. When users contact us (such as using the licensor's contact form, by e-mail, telephone, or via social media), their details are processed in order to deal with their enquiries and requests in accordance with Art. 6 (1) lit. b) GDPR. User-related data may be stored in a Licensee Relationship Management (CRM) system or comparable enquiry handling infrastructure.
- 22.2. The licensor deletes submitted enquiries when they are no longer required. The licensor reviews the need to retain such enquiries every two years. They are also subject to the statutory archiving requirements.

## **23. Reach measurement by Matomo**

- 23.1. In pursuit of the licensor's legitimate interests (that is to say, the licensor's interest in analysing, optimising and cost-effectively operating the licensor's online offering under the terms of Art. 6 (1) lit. f. GDPR), the following data is processed for the purposes of reach analysis by Matomo: the user's browser program and version; the user's operating system; the user's country of origin; the dates and times the user submits a request to the server; the number of visits the user makes to the site; the user's dwell time on the site; and the external links the user click. Users' IP addresses are anonymised before being stored.
- 23.2. Matomo uses cookies which are stored on users' computers and permit analysis (tracking) of their use of the licensor's online offering. Pseudonymised user usage profiles can be generated from the processed data when this happens. The cookies are stored for one week. The information from the cookie relating to the user's use of the website is only stored on the licensor's server, and is not passed on to third parties.

23.3. Users can object to the anonymised collection of their data by the Matomo program at any time, with effect for the future, by clicking the link found on [https://www.mohrsiebeck.com/en/data-protection#collapse\\_380](https://www.mohrsiebeck.com/en/data-protection#collapse_380). In this case a so-called opt-out cookie will be stored in the user's browser, meaning that Matomo will no longer collect any session data from the user. When users delete cookies from their systems, the opt-out cookie is also deleted, so they have to re-enable it.

23.4. The user data logs are deleted after a maximum of six months.

## **24. Online presence in social media**

24.1. The licensor maintains an online presence in social networks and on platforms in order to communicate with licensees, interested parties and users who utilise such media and to inform them of the licensor's products and services. When users access the networks and platforms in question, they are subject to the terms and conditions and data processing standards of the relevant operators.

24.2. Unless specified otherwise in the licensor's privacy statement, the licensor will process users' data when they communicate with us through social networks and platforms, such as when they post on the licensor's online sites or send us messages.

## ANNEX 3: Individual agreement

between

**UC San Diego Library (licensee)**

9500 Gilman Drive 0175A La Jolla, CA 92093-0175, USA

and

**Mohr Siebeck GmbH & Co. KG (licensor)**

Wilhelmstraße 18, 72074 Tübingen, Germany

Deviating from the above General Terms and Conditions of Use (Annex 1), the following is agreed between the licensee and the licensor:

5.1. – deleted without substitution –

8.1. – deleted without substitution –

**For the licensee:**

San Diego, CA 4/8/2022

Place, Date

[Text deleted]

Name

[Text deleted]

Signature

**For the licensor:**

Tübingen, 21. APR. 2022

Place, Date

[Text deleted]

Head of Sales

[Text deleted]

Signature