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4.5 Licensor cooperates with, and participates in a number of digital preservation services provided by e.g. CLOCKSS, LOCKSS 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 shall be entitled to access the Content pursuant to such agreements.

participation in the above-referenced agreements with digital preservation services may change from time to time. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall notify the Licensee in advance, and shall use best efforts to establish alternative arrangements for trusted archiving and Perpetual Access to the Content.

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 retains all right, title, and interest in and to the Content, except as with respect to Content that is open access or in the public domain, and nothing in this License Agreement shall be interpreted to transfer from the Licensor or its suppliers to the Licensee or Authorized Users ownership of 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 will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to Content.

4.9 In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Content (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Content, such terms shall not materially differ from the provisions of this License Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this License Agreement, the terms of this License Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this License Agreement.

4.10. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Content. Licensor will make its personnel available by email and/or phone during Licensee's regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.

4.11 Licensor will provide to Licensee and Authorized Users commercially reasonable training relating to the use of the Content. Licensor also will provide additional training to Licensee staff if made necessary by any updates or modifications to the Platforms.

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4.12 The Licensor will provide to the Licensee, prior to the beginning of the calendar year within the current term, an itemized holdings report in spreadsheet format that specifies the titles included in the Content for the next subscription term. Licensor will use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information to Discovery Service Systems in a timely manner and to Licensee on request. If the Content includes content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,¹ Licensor will provide itemized holdings lists for the Content in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

4.13 Licensor acknowledges that personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords ("Personally Identifiable Information"), is confidential and subject to the provisions of Section 8 herein under. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of Personally Identifiable Information is compromised.

4.14 In the event that Licensor utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Content, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Content. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this License Agreement or under applicable law.

4.15 In the event that Licensor utilizes any type of watermarking technology for any element of the Content, Licensor agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used.

4.16 Licensor will use reasonable efforts to ensure that the Content is accessible and interoperable with prevailing web browsers and internet access tools, including, at a

minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

4.17 Licensor will provide Licensee the option to brand the Licensor's Platform with the name of the Licensee and/or Participating Institutions at Licensee's discretion.

4.18 In the event that Licensor offers an open access option within the Content to its authors, and such Content is not included under Open Access Publishing Product terms, Licensee may request reports annually regarding such Content from Licensor of the number of works (such as articles) published under the open access option by all authors.

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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 of which it becomes aware.

5.3 If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall promptly inform Licensor and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including suspending access of any Authorized User accessing or using the Content in violation of this License Agreement, or terminating access of an Authorized User for repeat or severe violations.

6. License Fees

6.1 Licensee shall pay the fees set forth in the License Agreement (the "**License Fees**").

6.2 The parties acknowledge that no sales, value added,

¹ <http://www.niso.org/workrooms/kbart>

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or similar use taxes currently apply to the License Fees. In the event that such taxes become applicable, then Licensor shall provide to Licensee an appropriate invoice as required by the law.

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 Licensee may terminate the License Agreement immediately upon written notice to the other party (including, with respect to Licensee, a Participating Institution) if the other party materially breaches this License Agreement and fails to cure such breach within sixty (60) days after written notice from the non-breaching party specifying the breach in reasonable detail.

Once this License Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Content by Licensee and Authorized users, subject to the Product Terms applicable to that Content, including any Perpetual Access terms. In addition, authorized copies of Content made by Authorized Users may be retained for educational purposes and used subject to the terms of this License Agreement.

7.2 Either Licensor or Licensee may terminate the License Agreement immediately upon written 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 Licensee fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within sixty (60) 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

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A Licensee may opt out of this License Agreement without penalty due to material financial hardship by giving Springer written notice of termination (including the reasons for opting-out) as soon as is reasonably possible, but in any case, no less than 30 days prior to the end of any year of the Term, effective as of the end of the current year of the Term. Such Licensee's License Fees will be deducted from the total annual License Fees under this License Agreement effective as of beginning of the following year of the Term. In the event a Licensee does not terminate as set forth above, all payment obligations of such Licensee will remain in effect. For the avoidance of doubt, any such opt-out shall not affect any rights and obligations of the parties prior to the opt-out.

7.4 In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may temporarily suspend access to the Content, provided that Licensor immediately notifies the Licensee of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption.

7.5 In the event of termination or expiration of the License Agreement for any reason, the following shall apply with respect to Access-Only Content or in the event of termination for material breach by Licensee only: (a) the license grant shall terminate with regard to the Content, (b) Licensee shall discontinue accessing the Content via the Platforms, and (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums. For the avoidance of doubt, the foregoing requirements shall not apply with respect to a Product with Perpetual Access specified in the applicable Product Terms. All indemnification, confidentiality, and payment obligations in the License Agreement up to the termination date shall survive such termination or expiration.

7.6 In the event of early termination permitted by this License Agreement, for a material breach by the Licensor, Licensee shall be entitled to a refund of a pro-rata portion of fees thereof paid by Licensee for any remaining period of the License Agreement from the date of termination.

8. Confidentiality of Personally Identifiable Information

The Licensor agrees that no personally identifiable

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information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

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9.4 Licensor shall defend, indemnify, and hold harmless Licensee, its Affiliates, successors, Participating Institutions, and Authorized Users and assigns from and against any and all third party claims, demands, obligations, costs, losses and liabilities, (including reasonable attorney fees if a defense is not provided by Licensor) incurred by Licensee which arise out of a violation of Licensor's 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.

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9.6 Licensee represents and warrants that (a) it has the requisite authority to enter into this License Agreement and (b) if acting on behalf of Licensee, (i) it is fully and unconditionally authorized so to act and to bind such entities to this License Agreement, and (ii) it has provided a copy of the License Agreement to Licensee or afforded Licensee the opportunity to review provisions of the License Agreement applicable to Licensee.

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 Licensee. Licensor will require any such party comply with Licensor's obligations under this License Agreement. Licensee may not assign its rights or delegate its obligations or any part thereof under the License Agreement without the prior written consent of Licensor. Any attempt by Licensee to assign or delegate any rights or obligations set forth in the License Agreement without Licensor's prior written 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 conditions 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,

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orders or laws, embargos or blockades in effect on or after the Effective Date of this License Agreement, national or regional emergencies, power 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 or its provisions be waived, except in a writing signed by both parties. 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. Notwithstanding the foregoing, Licensee and Participating Institutions shall retain Perpetual Access to Perpetual Access Content for all prior years governed by a previous License Agreement.

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 California, excluding any such laws that might direct the application of the laws of another jurisdiction.

10.7 In the event of any dispute or controversy arising out of or relating to this License Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this License Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives

cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the License Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). During such court action, the parties shall continue to perform their respective obligations under this License Agreement that are not affected by the dispute. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL, OBJECTION TO VENUE OR INCONVENIENT FORUM.

10.8 All notices given pursuant to the License Agreement shall be in writing, and shall be deemed given (a) if by hand delivery, upon receipt thereof; or (b) if internationally recognized courier service upon confirmed delivery, or (c) if by certified or registered mail, return receipt requested, upon the earlier of receipt or five (5) days after posting. Notice to Licensor shall be to the then-current licensing manager at the address set forth above with a copy to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX, P.O. Box 17, 3300 AA Dordrecht, The Netherlands. Notice to Customer shall be to the address set forth in the License Details. Any notices given under this License Agreement may also be sent by email to the recipient's email address specified in the License Details or the email address of the licensing manager, as the case may be.

10.9 This contract is solely for Licensor's, Licensee's, and Participating Institutions' benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.