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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, 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.

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