

SPRINGER NATURE

LICENSE AGREEMENT

LICENSE DETAILS:

License ID number: 37546

Customer: Unit - Direktoratet for IKT og fellestjenester i høyere utdanning og forskning

Primary Address: Abelsgate 5, Teknobyen, 7030 Trondheim, Norway

This **License Agreement** between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15 – 17, 69121 Heidelberg, Germany ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto;

When executed by both parties, this License Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

1. Products and License Fee

Products	License Fee (EUR)		
	2020	2021	2022
COMPACT and Single Title Journal Subscriptions:			
Compact Fee:			
Part 1 (Reading Fee):	726,777.00	726,777.00	726,777.00
Part 2 (APC Fund):	1,423,758.00	1,489,730.00	1,557,174.00
License Fees* in Total	2,150,535.00	2,216,507.00	2,283,951.00

* For clarity: The fees charged for the Product Terms Compact and Single Title Journal Subscriptions Part 2 (APC Fund) are fees solely related to services, and not to a provision of a license to content.

CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("**OPEN ACCESS CONTENT**"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

2. Payment Terms

2.1 The License Fee(s) is/are due within 60 days from the date of invoice. For multi-year contracts, Customer shall pay the License Fee (s) on or before March 1st of each subsequent year of the Term, unless otherwise mutually agreed by the parties.

2.2 The License Fee for subsequent years of the Term will be calculated as follows:

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The License Fee for each Product in each year after the first year of the Term will be increased to the amount set forth in Section 1 above.

IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

CUSTOMER

DocuSigned by:
Signature: Roar Olsen
4A17C57C3328467...

Name
(Printed): Roar Olsen

Title: Director general

Date: 12 December 2019

LICENSOR

DocuSigned by:
Signature: Franciscus Vrancken Peeters
FBD086663768402...

Name
(Printed): Franciscus Vrancken Peeters

Title: Chief Commercial Officer

Date: 12 december 2019

DocuSigned by:
Signature: P. Kaul
8C8C111501ED41F...

Name
(Printed): Peter Kaul

Title: General Manager

Date: 12. Dezember 2019

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#	BP ID	(CRIStin ID)	Name (English)
			Business Partner ID: 3003639677

A. Customer will supply Licensor with an initial list of its IP addresses used for the access to the Content (if not already supplied to Licensor), and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding any to the contrary in this License Agreement, notifications of IP address changes may be made in electronic format. Licensor's obligation to timely provide access to the Content under this License Agreement is conditioned on Licensee's provision of its IP addresses.

B. In the case of a Licensee Group, the following shall apply:

- i. To the extent specified in Section 4.3 of the General Terms and Conditions of this Licensee Agreement, Licensor shall collect and make available to the Licensee Administrator with the aggregated Usage Data of the relevant Licensee Group. For clarity, the references to Licensee in Section 4.3 of the General Terms and Conditions shall be construed as Licensee Administrator;
- ii. For any Licensee who is a member of a Licensee Group, specific rights and obligations can only be exercised by or against the entire Licensee Group via the Licensee Administrator
- iii. For clarity: Termination rights will be exercised by or against the entire Licensee Group via Customer, including, but not limited to any opt-out rights specified in the Product Terms.

Product Terms**COMPACT and Single Title Journal Subscriptions**

WHEREAS, the Licensor, Customer and the Licensees intend to establish a legal and economic framework to allow: (a) Eligible Authors from Licensees to publish open access articles in the Open Choice journals listed in Schedule 1 (Open Choice Journals), whereby article processing charges would be considered as a part of the overall fees under these Product Terms; and (b) access to the journals listed in Schedule 3 (Content). The parties acknowledge and agree that Customer is paying the APC Fund fees in consideration of Licensor's provision of Publishing Services to Licensees for the benefit of Eligible Authors of the Licensees.

These Product Terms incorporate the following Schedules:

- Schedule 1 Open Choice Journals
- Schedule 2 APC Fund, APC Rate and Publication Corridor
- Schedule 3 Content
- Schedule 4 Licensees' Opt-out Value and Article Deduction numbers
- Schedule 5 Additional Organisations, Article Allocation and Opt-in Fee Calculation

1. Term

The Term shall begin on January 1st, 2020 (the "Commencement Date") and shall end on December 31st, 2022.

PART A – OPEN ACCESS PUBLISHING**2. Definitions**

2.1. The following terms shall have the following meanings when used within these Product Terms, and shall apply in addition to the definitions included in Section 1 of the General Terms and Conditions:

- 2.1.1. "**Approval Date**" means the date on which a Licensee has confirmed, pursuant to Section 3.4.2, that an author is an Affiliated Author.
- 2.1.2. "**Allocation Date**" means the date on which Licensor will deduct the APC from the APC Fund, pursuant to the APC Rate as per Schedule 2. The Allocation Date shall be the Approval Date.
- 2.1.3. "**APC Fund**" means the fund from which Eligible Authors can publish Eligible Articles, as specified in the License Fee section of this License Agreement;
- 2.1.4. "**Article Approval Process**" means the Licensor's standard approval portal for journals (excluding any Non-Standard Journals);
- 2.1.5. "**Article Processing Charge**" ("APC") means the Licensor's article processing charge for publishing an open access article in the applicable journal, as specified in Schedule 2 (APC Rates);
- 2.1.6. "**Eligible Authors**" means authors (i) who are "**Affiliated**" with a Licensee, i.e. who are students enrolled at or accredited to Licensee or who are teaching and research staff employed by or otherwise accredited to the Licensee, whereby in case of articles published by multiple authors only the

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corresponding author may qualify as an Affiliated Author; (ii) who have signed one of the then current open access publishing agreements used at the Licensor to publish an article under an Open Access License in one of the Licensor's Open Choice Journals the current list of which (subject to change by the Licensor) is attached in Schedule 1 ("**Open Choice Journals**"); and (iii) for whom a Licensee has confirmed the status as Affiliated Author pursuant to Section 3.4.2.

For the avoidance of doubt, it is the sole responsibility of the Licensee to verify if an author is an Affiliated Author. If the Licensee confirmed the affiliation of an author with respect to an article, this author shall be deemed an Affiliated Author.

2.1.7. "**Eligible Articles**" means articles (i) which are original and not infringe on any law and/or third party right and meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other policies of the Licensor, (ii) which are written by Eligible Authors, (iii) which are editorially accepted by Licensor for publication in an Open Choice Journal, and (iv) which are of one of the following article types:

2.1.7.1. Original Paper – Standard article, usually presenting new results; articles published under this article type may also be referred to as Original Research, Original Article, Original Paper or Research Paper.

2.1.7.2. Review Paper – Standard article, interpreting previously published results.

2.1.7.3. Brief Communication – Short article submitted for rapid publication that exhibits the same structure as a standard article.

2.1.7.4. Continuing Education – Article forming integral part of further education (usually medical).

2.1.8. "**Non-Standard Journals**" means the journals which are not published in the Licensor's standard publications workflow, and/or in which respect the Licensor does not control the publication workflow and/or the terms and conditions under which such journals are published. Non-Standard Journals are marked accordingly in Schedule 1 (Open Choice Journals), but Licensor may change the designation of journals from time to time during the Term.

2.1.9. "**Open Access License**" means a Creative Commons license or other open access license, used for the publishing of Eligible Articles in Open Choice Journals. The Licensor currently offers CC BY 4.0 and CC BY-NC 4.0, but these are subject to change at any time by the Licensor.

2.1.10. "**Publishing Services**" means Licensor's services procured by Licensees in relation to an Eligible Article for Eligible Authors of the Licensees, related to a) pre-publishing services which may include managing and resourcing the publishing process, the provision of online tools for editors and authors, article review, copy-editing, typesetting and formatting, production and hosting, liaison with abstracting and indexing services, and customer services, as per the applicable workflows at the relevant journal, and identification and verification of Eligible Authors, and b) (subject to the Eligible Author agreeing to the journal publisher's licensing terms, and subject to the terms of these Product Terms), procuring the publication by the relevant publisher of the Eligible Article in the respective Open Choice Journal.

3. Open Access Publishing

3.1. Publication of Eligible Articles

3.1.1. During the Term, any APC for an Eligible Article shall be deducted by the Licensor from the APC Fund at the Allocation Date. The APC for any article submitted to the Licensor from an Affiliated Author, which is not an Eligible Article, will not be deducted from the APC Fund and will be charged separately

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under the Licensor's standard process. Upon expiry of Term, any remaining APC Fund will not be refunded. Customer and Licensees acknowledge and agree that any Eligible Articles from any Licensee will be deducted from the APC Fund in the order of the Allocation Date.

- 3.1.2. The number of Eligible Articles as set forth in the quarterly reports as per Section 3.1.3 will be determined by the Allocation Date.
- 3.1.3. The Licensor will report to Customer on a quarterly basis how many Eligible Articles have been confirmed by Licensee pursuant to Section 3.4.2.
- 3.1.4. The Licensor shall endeavor to notify the Customer 4 weeks before the APC Fund runs out.
- 3.1.5. When the APC Fund, i.e. the number of Eligible Articles (Article Max) runs out, the Licensor will stop accepting Eligible Articles for open access publication pursuant to these Product Terms. Under such circumstances, the Licensor will notify the Customer and either:
 - 3.1.5.1. Customer may elect to pay the standard APC, which is Licensor's standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) for any relevant Eligible Article within 14 calendar days of receipt of the notice. Any remaining portion of the APC Fund can be used as a partial payment for the APC; or
 - 3.1.5.2. where Customer has not notified the Licensor according to Section 3.1.5.1, and an Eligible Author approaches the Licensor with the desire to publish an article and pay the standard list price APC for the respective journal by himself/herself (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) or by a third party, the Licensor reserves the right to publish such article; or
 - 3.1.5.3. if Sections 3.1.5.1 or 3.1.5.2 do not apply, the Eligible Article may be published on a subscription basis.
- 3.1.6. In case Customer is in default with payment of the License Fees according to these Product Terms and the License Agreement, Licensor may, with respect to any articles not yet published: stop the author identification process, and may stop to submit to Licensee any articles of Affiliated Authors for approval according to Section 3.4 or publish any Eligible Article under these Product Terms. Licensor however shall be free to offer Affiliated Authors affected by such default to enter into a separate agreement with Licensor regarding Publishing Services and pay any applicable standard list price APC for the respective journal by himself/herself.
- 3.1.7. The Licensor undertakes to use reasonable efforts to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication and include Eligible Authors' ORCID ID in Eligible Articles. It is the Eligible Author's responsibility to provide all necessary details in respect of his/her ORCID ID to the Licensor. This Section does not apply to Non-Standard Journals.

3.2. Editorial Independence

- 3.2.1. Nothing herein contained shall oblige the Licensor or any third party to accept or publish any article submitted to the Licensor by an Eligible Author. Customer and the Licensees acknowledge that the selection of material to be accepted and published by the Licensor or a third party in control of the publishing process is entirely at the discretion of the Licensor or said third party. Customer and the Licensees waive any claim they may have against the Licensor or said third party in the event that the Licensor or said third party refuses or declines to publish any material (or part thereof) submitted by an Eligible Author (i.e. an article which is not an Eligible Article).

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3.3. Author Identification

3.3.1. Process for identification of Affiliated Authors:

- 3.3.1.1. It is the Licensee's responsibility to provide the parameters for identification of Affiliated Authors and shall update the Licensor of any changes in those parameters as soon as reasonably practicable.
- 3.3.1.2. With respect to publication in any Open Choice Journal (which is not a Non-Standard Journal), Affiliated Authors shall identify themselves by providing either their institution name or using their e-mail domain or by IP address recognition within the identification process.
- 3.3.1.3. Each Non-Standard Journal may have a different process for identification of Affiliated Authors.
- 3.3.1.4. For the avoidance of doubt, Eligible Authors shall not be offered the option to publish their Eligible Article under any license other than the Open Access License.
- 3.3.1.5. If an Affiliated Author does not appropriately identify themselves and then publishes such article on a subscription basis, the Licensor shall not be required to then convert the article so that it is released pursuant to an Open Access License.

3.4. Author Verification

- 3.4.1. The Licensor shall notify the Licensee by email each time an author is identified as an Affiliated Author.
- 3.4.2. The Licensee shall confirm or deny if the author is Affiliated with the respective Licensee pursuant to the definition of "Affiliated" in Section 2.1.6 and by its confirmation, order the Publishing Services for the respective Eligible Article in question within 3 business days following the notification. In case the Licensor does not receive either a confirmation or a denial within 3 business days after the Licensor has notified the Licensee, Licensor will send a reminder with a 4 days grace period and inform Licensee in its reminder that Licensor will deem the author to be Affiliated and continue the publishing process, if the set grace period expires without any declaration by Licensee.
- 3.4.3. The parties may mutually agree in writing to a different, more automated mechanism to verify identification criteria for Eligible Authors.
- 3.4.4. From time to time, the Licensor shall be entitled to revise the identification and verification process described above in order to improve the process for Eligible Authors. The Licensor shall notify the Customer in writing of any such changes to the process.
- 3.4.5. All communications specified in Sections 3.4.1 and 3.4.2 above shall be managed through the Author Approval Process. Communications for Non-Standard Journals shall be subject to different processes and communication methods.

PART B – ACCESS TO CONTENT

4. Access to Content

4.1. Access Rights

- 4.1.1. Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 1 of Schedule 3 (Content) first published during the Term. After the Term,

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Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.

- 4.1.2. **Backfile Access During the Term:** In addition, during the Term only, Licensee will be granted access to the Content of titles listed in Sections 1 of Schedule 3 (Content) published beginning the later of (a) 1997 b) the first date of publication or (c) the date on which Licensor first acquired publication rights.

4.2. Cessation of Publication / Transfer / Take-Over

- 4.2.1. **Cessation of Publication of Continuing Access Journals during the Term:** If Licensor ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Licensor ceases to have publishing rights or because Licensor ceases to publish those Continuing Access Journals, upon Licensee's written request, Licensor will, at Licensor's sole option, offer to Licensee:

(1) access to additional Content not presently licensed to Licensee with an approximate value equal to or greater than the value at the date of cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or

(2) a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

The value to be applied for additional Content or a credit will be determined by Licensor in good faith, taking into account factors which may include, without limitation, number of articles, number of pages, impact factor, usage factor and list price of the Content in question, or any other formula including any or all such factors that allows Licensor to calculate the value of the lost Content as a percentage of the Continuing Access Journals under the License.

- 4.2.2. **Transfer of Publishing Rights to Continuing Access Journals:** If Licensor's publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Licensor will use reasonable efforts to provide Licensee with Continuing Access to the Content of that Continuing Access Journal published by Licensor during the Term, either (a) online on the Platform, (b) online on the new publisher's website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions.

PART C – OPT-OUT & OPT-IN

5. Opt-out

- 5.1. One or more Licensees may opt out from these Product Terms with 30 calendar day's written notice to Licensor; such opt out being effective December 31st of the same year. The parties agree that any such notice will be issued by Customer on behalf of the Licensee(s).
- 5.2. In a case of an opt-out, the Licensee's "**Opt-out Value**" (as defined in Schedule 4) will be deducted from the Compact Fee of the year(s) following such opt-out, and the APC Fund will be reduced by the number of articles allocated to the opting-out Licensee as defined as "Article Deduction" in Schedule 4 for the year(s) following such opt-out.
- 5.3. For a Licensee that opts-out, all rights and obligations under these Product Terms will cease at the effective date of the opt-out (except with respect to any unpaid Compact Fees owed by Licensee until the effective date

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of termination and except as provided in Section 7.5 of the General Terms and Conditions). For each Eligible Article with an Allocation Date after the effective date of termination, Licensor's standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) will apply.

5.4. If, during the Term of these Product Terms, the sum of the Opt-out Value of opting-out Licensees (for the avoidance of doubt, all opt-outs during the Term will be added for the purpose of this calculation) exceeds 10% of the then current Total Annual Opt-out Value as defined in Schedule 4 ("**Termination Threshold**"), Licensor or Customer may terminate these Product Terms by written notice to the other, at the latest 30 days prior to the end of the calendar year. Such termination shall be effective at the end of the calendar year in which the Termination Threshold occurred. Upon the effective date of such termination, all rights and obligations under these Product Terms will cease (except with respect to any unpaid Compact Fees owed until the effective date of termination).

6. Opt-in

6.1. Additional Organisations (as defined in Section 1.1 of the General Terms and Conditions) have the possibility to opt in to these Product Terms during the Term, such organisations being exhaustively listed in Schedule 5 against payment of the fees set forth in the same schedule. The APC Fund will be increased by the number identified as "Article Allocation" in Schedule 5. An opt-in by an Additional Organisation as listed in Schedule 5 is subject to written notice (including all information required to set up identification and the Licensee verification of Affiliated Authors as described in sections 3.3.1.1 and 3.4 to be received by Licensor 30 calendar days prior to the end of the calendar year, such opt-in being effective January 1st of the following calendar year. The parties agree that any such notice will be issued by Customer on behalf of the Additional Organisation as listed in Schedule 5. Upon the effective date of such opt-in, the Additional Organisation as listed in Schedule 5 will be deemed a Licensee and all rights and obligations of these Product Terms shall apply to it. Customer and Licensor agree to sign an amendment to this License Agreement to record the Additional Organisations that opted in, subject to the terms specified in this Section 6.2. Licensor and Customer agree to update Schedule 5 during the Term of this Agreement if new organization(s) fulfil the definition of Additional Organisations (as defined in Section 1.1 of the General Terms and Conditions).

6.2. Customer and Licensor acknowledge that the "Article Allocation" number specified in Schedule 5, may change based on Licensor's updated article output data for each of the Additional Organisations. In the event Customer and Licensor agree to amend the "Article Allocation" number listed in this Schedule 5, Customer and Licensor will sign an amendment to this License Agreement.

SCHEDULE 2 – APC Fund, APC Rate and Publication Corridor

	2020	2021	2022
Compact Fee Part A Publishing Fee ("APC Fund") (EUR)	1,423,758.00	1,489,730.00	1,557,174.00
Agreed APC Rate (EUR)	2,289.00	2,335.00	2,381.00
Number of Eligible Articles ("Article Base")	622	638	654
Number of Eligible Articles (top of corridor) ("Article Max")	651	668	684
Number of Eligible Articles (bottom of corridor) ("Article Min")	593	608	623

1. The parties agree to the APC Funds as per the table above. The APC Fund is based on a mutually agreed APC Rate ("Agreed APC Rate") and the Article Base, which represents the expected article output of all Licensees during a respective calendar year of the Term, based on previous year's output. The parties agree to an increase of the Article Base by 2.5% during each year of the Term, such growth is already reflected in the table above.
2. The parties further agree to the following publication corridor ("Publication Corridor"), to consider the possibility that the number of Eligible Articles being published exceeds the Article Base ("Overpublishing") or the possibility that the number of Eligible Articles being published is below the Article Base ("Under-publishing").

- a. Overpublishing

Licensees may publish additional Eligible Articles at no extra cost up to the top of the corridor, i.e. the number indicated as Article Max in the table above. For each article published above the Article Max, the provisions of clause 3.1.5 of the Springer Compact Product Terms will apply. In such case, the APC will be based on standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) and the additional APCs will then be invoiced to the corresponding Licensee or the Eligible Author separately, as set forth in clause 3.1.5 of the Springer Compact Product Terms.

- b. Under-publishing

If Licensees publish less than the Article Min. threshold, Licensor will, within the first quarter of the following year of the Term, refund Customer an amount corresponding to the difference between the Article Min. threshold and the number of articles actually published, multiplied by the Agreed APC Rates. For the avoidance of doubt this refund is Customer's sole remedy in case of under-publishing and the parties agree that the APC Fund shall otherwise expire at the end of each calendar year.

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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 "**Additional Organisation**" means any academic, governmental or research organisation, which is located in Norway and a member of Unit consortium.

1.2 "**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.

1.3 "**Access Only**" means that Licensee's access to the specified Content is limited to the Term only.

1.4 "**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.

1.5 "**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. In the event that a Licensee is a University Hospital and part of a Licensee Group (as defined in Attachment 1), Authorized User means (a) Licensee's staff; (b) every member of the teaching and research and healthcare faculty employed by or otherwise accredited to the Licensee whether full-time or part time; (c) every medical student enrolled or accredited to the Licensee for the purposes of full-time or part-time attendance and (d) walk-in users, whereby access for walk-in users shall be limited to designated terminals with a Licensee Administrator-controlled IP address. These designated terminals shall be physically located on the site in premises such as libraries of the Licensee Administrator or similar physical premises of the Licensee Administrator. .

1.6 "**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.

1.7 "**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.

1.8 "**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.

1.9 "**Customer**" means the party identified as "Customer" in Attachment 1 of the License Details.

1.10 "**Licensee**" means each of the parties identified as "Licensee" in Attachment 1 of the License Details.

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;

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

2.1.3 transmit to a non-commercial library (publicly funded library in Norway) single articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Licensee's staff, and shall be made by hand, post, fax or secure electronic document transmission software (for printout by the requesting library after which the article shall be deleted by the requesting library), so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

2.2 Authorized Users may solely for their personal educational, scientific, or research purposes:

2.2.1 access (including by remote access, with the exception of walk-in-users), 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,

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 academic course materials with all rights notices duly presented.

2.2.4 use the Springer Nature SharedIt functionality when available, or other means when necessary, to transmit single articles, chapters or other individual items of Content to third-party members of the Authorized Users' research group(s) for personal, scholarly, educational, or research use, but in no case for commercial purposes, nor in any manner that would serve as a replacement for a subscription to the Content.

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,

3.1.2 except as permitted by applicable law or this License Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

3.1.3 except as permitted by Section 2 or by applicable law or this License Agreement, re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,

3.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), 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 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

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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.

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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.

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