



AMENDMENT TO AGREEMENT

This Amendment to Agreement ("Amendment") is dated the 27th of September, 2021 and will be effective upon execution by and between:

Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Max Planck Digital Library,

Amalienstr. 33
80799 Munich
Germany

("Consortium Leader"),

and

Springer Nature Customer Service Center GmbH

Tiergartenstrasse 15-17
69121 Heidelberg
Germany

("Publisher")

Agreement ID: 42178.01.01

WHEREAS, Consortium Leader and Publisher entered into the Nature Publish and Read Framework Agreement with Agreement ID 42178, (the "Agreement");

WHEREAS, Consortium Leader and Publisher desire to continue the Agreement under the same terms and conditions set forth therein, except as expressly modified herein;

THEREFORE, the parties agree that all provisions of the Agreement are hereby incorporated into this Amendment and made a part hereof, subject to the following modifications:

1. At the end of Section 2.1 of the Agreement, the following sentence will be added at the end of the section:

However, Publisher has the right, upon request of an Eligible Institution, to agree to the following "Opt-Out Right":

Customer may terminate its Nature Publish and Read Agreement by giving Publisher written notice of termination not later than 90 days prior to the end of any year of the Term to be effective as of the end of the then current year of the Term (the "Opt-Out Effective Date"). In the event the Customer does not terminate as set forth above, the Nature Publish and Read Agreement will remain in full force and effect.

In the event of an Opt-Out, the APC for Eligible Articles that have been confirmed by Customer pursuant to Section 3.4 of the Nature Publish and Read Agreement and the Online Publication Date is after the Opt-Out Effective Date ("Remaining Eligible Articles") will be paid by Customer. Publisher will invoice the APC of such Remaining Eligible Articles, after the Opt-Out Effective Date, no later than 30 days after the Online Publication Date of the Remaining Eligible Article.

If an Affiliated Author is identified on or prior the Opt-Out Effective Date, but the article is not confirmed by Customer pursuant to Section 3.4 of the Nature Publish and Read Agreement on or prior the Opt-Out Effective Date, such article may be published under Publisher's standard workflows irrespective of this Nature Publish and Read Agreement. Customer may choose, no later than 5 days after the Opt-Out Effective Date, whether to pay the APC, and if Customer decides not to pay the APC or does not notify Publisher that Customer agrees to pay the APC, Eligible Author may choose to pay the APC or the article may be published on a subscription basis.



Customer understands and agrees that Publisher a) may report if and when Customer has terminated its Nature Publish and Read Agreement using the Opt-Out Right, and the resulting reduction of the size of the Token Pool to other Eligible Institutions and/or Participating Institutions, and b) will report monthly to Consortium Leader if and when Customer has terminated its Nature Publish and Read Agreement using the Opt-Out Right, and the resulting size of the Token Pool to Consortium Leader, and that upon request, Consortium Leader will communicate the fact that Customer has terminated its Nature Publish and Read Agreement using the Opt-Out Right, and the reduction of the size of the Token Pool to Eligible Institutions and other Participating Institutions.

For the avoidance of doubt, all other rights and obligations of the Parties shall not be affected.

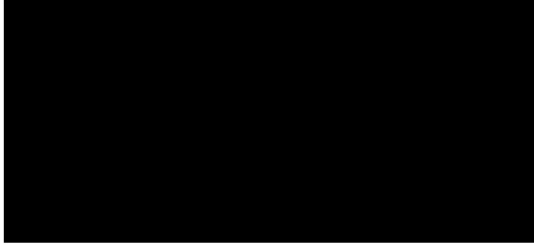
2. Consortium Leader and Publisher agree that Publisher has the right to offer such "Opt-Out Right" as described in Section 1 above to any Eligible Institution, including such, which have already signed a Nature Publish and Read Agreement, and may agree to an amendment with the respective Eligible Institution.
3. Publisher will, if an Eligible Institution requests such Opt-Out Right, relate and reference the Opt-Out Right as described in this Amendment as appropriate in the respective Nature Publish and Read Agreement. This also includes the adaptation of the final section of the General Terms and Conditions of the Nature Publish and Read Agreement ("For clarity, the only termination right applicable to this Nature Publish and Read Agreement are the termination rights as set forth in Section 7 in the General Terms and Conditions as referenced in 1. and 2. above, any other termination rights are expressly excluded").
4. Publisher will report monthly to Consortium Leader if and when a Customer has terminated its Nature Publish and Read Agreement using the Opt-Out Right, and the resulting size of the Token Pool, and upon request, Consortium Leader will communicate the fact that a Customer has terminated its Nature Publish and Read Agreement using the Opt-Out Right, and the reduction of the size of the Token Pool, to Eligible Institutions and other Participating Institutions.
5. Consortium Leader agrees to host this Amendment under the same DOI (<https://doi.org/10.17617/2.3263806>) as the Agreement.
6. Publisher agrees to inform all Eligible Institutions and Customers about this Amendment.

All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain in full force and effect.

SPRINGER NATURE

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

CONSORTIUM LEADER



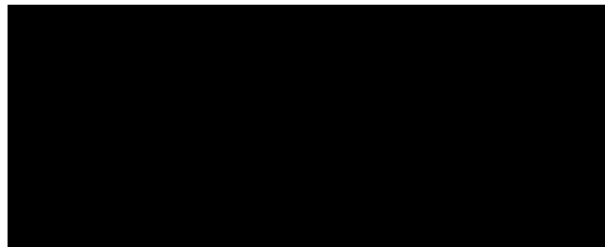
Date: 06. oktober 2021

PUBLISHER



Date: 07 oktober 2021

PUBLISHER



Date: 07. oktober 2021