

Publish and Read Agreement
Projekt DEAL and Springer Nature
January 2020



PUBLISH AND READ AGREEMENT (“AGREEMENT”)

AGREEMENT DETAILS:

Agreement ID number: 37495

Customer: MPDL Services GmbH („DEAL Operating Entity“)

Primary Address: c/o Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.,
Hofgartenstr. 8, 80539 München

This Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany (“Publisher”) and DEAL Operating Entity (Publisher and DEAL Operating Entity together the “Parties”) incorporates the following documents:

- (1) Agreement Details
- (2) Preamble
- (3) Definitions
- (4) The Product Terms: Fully Open Access Publishing, Hybrid Publishing, DEAL Journal Archives
- (5) The Dark Archive Addendum
- (6) The Reading Access Terms
- (7) The Publish and Read Agreement Terms and Conditions
- (8) Attachment 1: DEAL Operating Entity and Eligible Institution Information
- (9) Attachment 2: Sign-Up Letter - Reading Access Terms
- (10) Attachment 3: DEAL Journal List

When executed by both Parties, this Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product agreed hereunder, or (ii) the last date of signature by Publisher or DEAL Operating Entity (“Effective Date”). The Parties agree that Publisher will provide the Products in accordance with the Product Terms and DEAL Operating Entity will pay the Fees set forth in Section 1 below and in the Product Terms in accordance with the Publish and Read Agreement Terms and Conditions and Section 2 below.

1. Products and Fee

Products	Fees			
	2020	2021	2022	2023
Fully OA Publishing	See Product Terms	See Product Terms	See Product Terms	See Product Terms
Hybrid Publishing (includes access to Content)	PAR Fee Fund: 26,125,000 EUR, after depletion of PAR Fee Fund as described in Product Terms	PAR Fee Fund: 19,593,750 EUR, after depletion of PAR Fee Fund as described in Product Terms	PAR Fee Fund: 13,062,500 EUR, after depletion of PAR Fee Fund as described in Product Terms	PAR Fee Fund: 6,531,250 EUR, after depletion of PAR Fee Fund as described in Product Terms
Journal Archive Collections (Springer, Adis and Palgrave Macmillan Journals)	3.750.000 EUR	n/a	n/a	n/a



CERTAIN CONTENT MADE AVAILABLE TO MEMBER INSTITUTIONS 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

The Fee(s) is/are due within 30 days from the date of invoice. For the avoidance of doubt, the PAR Fee Fund for Hybrid Publishing indicated above will be invoiced, and will need to be paid prior to the start of the then current year of the Term for which such Fees are due.

As the DEAL Operating Entity awaits funding throughout the first two quarters of the calendar year 2020, the Parties agree in deviation from the foregoing to the following invoicing of the Fees for Hybrid Publishing including the PAR Fee Fund for the calendar year 2020:

1. January invoice: DEAL Operating Entity will notify Publisher no later than 5. February 2020 which amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
2. February invoice: DEAL Operating Entity will notify Publisher no later than 5. March 2020 which further amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
3. March invoice: DEAL Operating Entity will notify Publisher no later than 6. April 2020 which further amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
4. April invoice: DEAL Operating Entity will notify Publisher no later than 5. May 2020 which further amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
5. May invoice: DEAL Operating Entity will notify Publisher no later than 5. June 2020 which further amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
6. June invoice: DEAL Operating Entity will notify Publisher no later than 30. June 2020 11.59 AM CEST, which further amounts are available for invoicing, and Publisher will invoice DEAL Operating Entity according to the indicated amounts.
7. Payment of remainder of PAR Fee Fund 2020: DEAL Operating Entity will notify Publisher no later than 1. July 2020 whether or not the difference between the full PAR Fee Fund 2020 and the amounts previously paid as above ("PAR Fee Fund Balance") may be invoiced. If notified that such amount may be invoiced, Publisher will invoice DEAL Operating Entity for such amount, which must be paid and received in Publisher's bank account no later than 31. July 2020. If not notified by 1. July 2020 that such amount is available for invoicing, DEAL Operating Entity is released from its obligation under Section 1 of these Agreement Details and Schedule 1 of the Hybrid Publishing Product Terms to pay any remainder of the Fees (excluding amounts previously paid) under the Hybrid Publishing Product Terms including the PAR Fee Fund 2020.

3. Optional Renewal

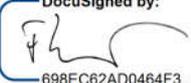
DEAL Operating Entity shall have the option to renew the Term once for a one-year period (for the calendar year 2023), for the fees indicated with respect to such year in Section 1 above. Such option is subject to the condition that Publisher receives written notification of DEAL Operating Entity's exercise of its option no later than 90 days prior to the end of the Term. If the DEAL Operating Entity



exercises its option to renew the Term as set forth above, the expiration date of the Product Terms shall be extended by one year.

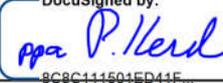
IN WITNESS WHEREOF, the Parties have signed this Agreement by their respective, duly authorized representatives on the date set forth below.

DEAL OPERATING ENTITY

DocuSigned by:

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Signature: _____
Dr. Frank Sander
Managing Director MPDL Services GmbH
08 January 2020
Date: _____

PUBLISHER

DocuSigned by:

8C8C111501ED41F...

Signature: _____
Peter Kaul
General Manager
09. Januar 2020
Date: _____

DocuSigned by:

FBD085563758403...

Signature: _____
Frank Vrancken Peeters
Chief Executive Officer
08 januari 2020
Date: _____

Preamble

The DEAL Operating Entity was established to serve and support more than 800 mainly publicly funded academic institutions in Germany (such as universities, universities of applied sciences, research institutions, state and regional libraries), including the most important science and research organizations in Germany.

The DEAL Operating Entity is the result of an initiative called “Projekt DEAL” that was commissioned by the Alliance of Science Organizations in Germany, represented by the German Rectors’ Conference, the HRK. The objective of Projekt DEAL is to conclude transformative publish and read agreements for the entire range of electronic journals offered by the major academic publishers. The intention is also to bring about significant change to the status quo in relation to negotiations, content and pricing in the process.

Springer Nature has been advancing discovery for over 175 years by publishing robust and insightful research, supporting the development of new areas of knowledge, responding to the needs of the research community, and making ideas and information accessible globally; helping researchers uncover new ideas, supporting librarians and institutions with innovations in technology and data, and providing quality publishing support to societies.

Springer Nature is a longstanding leader in the field of open research. With 600 fully OA journals and the option to publish OA in a further 1,900, the company publishes around one out of four of all open access articles globally. Springer Nature is also the world’s largest academic book publisher, and publisher of some of the world’s most influential journals including Nature and the Nature portfolio of journals and other trusted brands such as Springer, BMC and Palgrave Macmillan. Every day, around the globe, its imprints, books, journals and resources reach millions of people.

This agreement represents a significant milestone in Springer Nature’s commitment to open access and in finding the most effective route for transitioning the publication mode of all primary research to OA. Likewise, it constitutes a momentous advance on Projekt DEAL’s objectives of providing German authors ever more opportunity to publish their research fully and immediately open access, for scholars of the world to read and build upon, while containing the overall cost of scholarly communication. It delivers on the common objective of both parties - to enact a transition from a subscription-based model of scholarly publishing to an open access publishing based model.

The parties enter this contract with the goal to enable open access publishing of articles from German-funded researches in Springer Nature journals, to make these articles available to the public worldwide, and to provide access for German-funded researchers to most of Springer Nature content. At time of signing, the contract becomes the world’s largest transformative open access agreement, making it possible for over 13,000 articles annually from German-funded researchers to be made immediately available Open Access for use and reuse from the moment of publication, bringing the benefits of maximum visibility, increased usage and citations, and greater and broader impact to researchers across Germany.

The DEAL Agreement will make a significant advance in the global shift to open publishing models, and as both parties move forward together as partners in open research, they hope to build on the benefits that open access publishing provides and commit to exploring further open science partnerships in the months and years ahead.

Definitions

1. Definitions

- 1.1 “**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.
- 1.2 “**Access Only**” means that Member Institution’s access to the specified Content is limited to the Term only.
- 1.3 “**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 Agreement.
- 1.4 “**Authorized Users**” means Member Institution’s full- and part-time faculty members, students, staff, researchers, visiting scholars, registered library users in case the Member Institution is a public library (provided that such users are residents of the federal state in which the Member Institution is located), contractors (provided that use by a contractor of Member Institution is authorized solely to the extent it is for the benefit of Member Institution, and not for the benefit of the contractor or any third party), and authorized walk-in users.
- 1.5 “**Commencement Date**” means the date identified in the Product Terms, from which Publisher will commence providing the Publishing Services and/or grant access to the Content identified in such Product Terms.
- 1.6 “**Content**” means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to a Member Institution under this Agreement.
- 1.7 “**Continuing Access**” means Member Institution’s continuing access to the Content after the Term, which is unlimited in time, but subject always to all provisions of this Agreement, excluding, however, the obligation to pay additional fees.
- 1.8 “**Eligible Institution**” means a) an institution of any of the following types:
- (1) publicly or privately funded higher education and research institutions located in Germany;
 - (2) the German National Library, all German regional and state libraries, as well as German central subject libraries;
 - (3) research libraries and specialized academic libraries with primarily public funding located in Germany;
 - (4) research institutes primarily funded by the federal or state governments, including academic institutions located abroad but funded by public bodies or primarily publicly funded bodies located in Germany, such as the institutes of the Max Weber Stiftung or the Goethe Institutes;
 - (5) other institutions as agreed by the Parties; these are at the date of signature Max Planck Florida Institute for Neuroscience, Max Planck Institute Luxembourg for International, European and Regulatory Procedural Law, European Molecular Biology Laboratory, and DEAL Operating Entity itself

and which b) DEAL Operating Entity and Publisher have agreed in writing to include in the list of “Eligible Institution” in Attachment 1 of the Agreement Details. The Parties may amend the list of “Eligible Institutions from time to time, if a new institution fulfills the requirements set forth in a) above. The Parties agree that Publisher’s obligations under this Agreement with respect to the Publishing



Services for Eligible Authors of such new Eligible Institution shall only commence 14 days after the amendment of the list of Eligible Institutions (“Amendment Effective Date”), and that only articles submitted to Publisher on or after the Amendment Effective Date shall be subject to this Agreement.

For the avoidance of doubt: Clinics and hospitals are regarded as Eligible Institutions only if they are dedicated research hospitals belonging to a university or scientific research institution.

- 1.9 “**DEAL Operating Entity**” means the party identified as “DEAL Operating Entity” in Attachment 1 of the Agreement Details.
- 1.10 “**Member Institution**” means an Eligible Institution which has signed the Sign Up Letter, or an Eligible Institution which is an Affiliated Institution pursuant to the applicable Sign Up Letter.
- 1.11 “**Publisher**” 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 Publisher’s websites and other content delivery systems used by Member Institution and Authorized Users to access Publisher’s content pursuant to this Agreement, and/or Publisher’s systems used to provide the Publishing Services, and Publisher’s websites used to make available articles published under an Open Access License to the general public.
- 1.13 “**Product**” means the specific category of Content or Publishing Services identified in individual Product Terms.
- 1.14 “**Product Terms**” mean the terms and conditions applicable to specific categories of Content or Publishing Services.
- 1.15 “**Sign Up Letter**” means the collection of documents signed by an Eligible Institution pursuant to which Eligible Institution agrees to the participation agreement between Eligible Institution and DEAL Operating Entity, and to the Reading Access Terms between the Eligible Institution and Publisher (“Sign Up Letter – Reading Access Terms”).
- 1.16 “**Term**” means the effective period of this Agreement for an individual Product, as set forth in the Product Terms, including any renewal term.



Product Terms

Fully Open Access Journal Publishing

The following sets forth the legal and economic framework to allow Eligible Authors from Eligible Institutions to publish open access articles in the Open Access Journals.

The Parties acknowledge and agree that Publisher will provide the Publishing Services to DEAL Operating Entity for the benefit of Eligible Authors of the Eligible Institutions and that DEAL Operating Entity is paying the APC Fees in consideration of Publisher's provision of Publishing Services to DEAL Operating Entity for the benefit of Eligible Authors of the Eligible Institutions.

Publisher and DEAL Operating Entity desire to improve the open access publishing processes, particularly identification and verification to improve the process for Eligible Authors, and agree to mutually discuss suggestions related to such improvements.

These Product Terms incorporate the following Schedule:

Schedule 1: APC Rates

1. Term

The Term shall begin on 1. August 2020 (the "Commencement Date") and shall end on 31. December 2022. If the DEAL Operating Entity exercises its option to renew the Term as set forth in the Agreement Details, the expiration date of these Product Terms shall be extended by one year.

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 above:

2.1.1 "**Acceptance Date**" means the date on which the Eligible Article has been editorially accepted for publication in an Open Access Journal.

2.1.2 "**Approval Date**" means the date it is confirmed, pursuant to Section 3.4.3, that (i) an author is an Affiliated Author and (ii) the article conforms to one of the Article Types listed in Section 2.1.6.

2.1.3 "**Allocation Date**" means the date on which the Eligible Article was published online in an Open Access Journal ("Online Publication Date").

2.1.4 "**Article Processing Charge**" ("APC") means the Publisher's article processing charge for publishing an open access article in the applicable journal, as specified in Schedule 1: APC Rates;

2.1.5 "**Eligible Authors**" means authors (i) who are students enrolled at or accredited to an Eligible Institution or who are teaching and research staff employed by or otherwise accredited to the Eligible Institution ("**Affiliated Authors**"); in the case of articles published by multiple authors only the corresponding author (i.e. the author corresponding with the Publisher at the time of acceptance) may qualify as an Affiliated Author; (ii) who have signed one of the then current-open access publishing agreements used by Publisher to publish an article under an Open Access License in one of Publisher's Open Access Journals; and (iii) for whom the Verifying Institution has confirmed their status as Affiliated Author pursuant to Section 3.4.3.

2.1.6 "**Eligible Articles**" means articles (i) which are original and do not violate any law and/or infringe any third party right and meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other editorial policies of Publisher or the

relevant journal, (ii) for which the corresponding author is an Eligible Author, (iii) which are editorially accepted for publication in an Open Access Journal, (iv) with an Online Publication Date during the Term and (v) which are of one of the following article types (“**Article Types**”)

- 2.1.6.1 Original Paper – Standard article, generally presenting new results; articles published under this article type may also be referred to as Original Research, Original Article, Original Paper or Research Paper.
- 2.1.6.2 Review Paper – Standard article, interpreting previously published results.
- 2.1.6.3 Brief Communication – Short article submitted for rapid publication that exhibits the same structure as a standard article.

The Parties may agree in writing to add other article types to the definition of “Eligible Articles”.

The Publisher undertakes to use reasonable efforts to a) make available affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date to Verifying Institution via the Platforms, and b) include said affiliation(s) in the published version of the Eligible Article.

- 2.1.7 “**Open Access Journals**” means Publisher’s open access journals identified as “Open Access Journals” in the DEAL Journal List. The list of Open Access Journals is subject to change by Publisher.
- 2.1.8 “**Open Access License**” means a Creative Commons license or other open access license, used for the publishing of Eligible Articles in Open Access Journals. “Publisher currently offers CC BY 4.0, subject to change at any time by Publisher, but Publisher shall generally not offer publishing under other Creative Commons licenses or other open access licenses which would materially limit the use of the published content. However, certain exceptions apply (including, but not limited to, if requested by the author, and/or otherwise required by law or third parties (such as funding bodies)).
- 2.1.9 “**Publishing Services**” means Publisher’s pre-publishing and hosting services, procured by DEAL Operating Entity in relation to an Eligible Article for Eligible Authors, as defined below.

Pre-publishing services typically 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, customer services and identification and verification of Eligible Authors. However, the pre-publishing services are defined as per the applicable workflows at the relevant journal covered by the standard list price article processing charge at the relevant journal.

Hosting services include making available the published Eligible Articles on the Publisher’s Platform in line with Publishers standard business practices.

The Publishing Services are subject to the Eligible Author agreeing to the journal publisher’s publishing terms, and subject to the terms of these Product Terms and may for some Journals be provided by the relevant publisher of the Eligible Article in the respective Open Access Journal.



- 2.1.10 “**Verifying Institution**” means the legal entity obligated under this Agreement to verify under Section 3.4.3 whether an author is an Affiliated Author and the article conforms to one of the Article Types listed in Section 2.1.6.

The Parties agree that the DEAL Operating Entity is the Verifying Institution unless and until it subcontracts its obligations under Section 3.4.3 to a Member Institution and the conditions set forth in Section 3.4.6 are met.

3. Open Access Publishing

3.1 Publication of Eligible Articles

- 3.1.1 Generally, Eligible Authors will retain copyright in the Eligible Article, however, certain exceptions apply (including, but not limited to, if requested by the author, and/or otherwise required by law or third parties (such as funding bodies)).
- 3.1.2 The APC for an Eligible Article shall be invoiced by Publisher in the month following the Allocation Date. However, the Parties agree that invoicing may be delayed in certain cases, including but not limited to if the Approval Date had been determined after the Allocation Date, and the foregoing shall not limit Publisher’s rights to invoice Eligible Articles at a later time, but not later than the end of the first quarter of the year following the Online Publication Date.
- 3.1.3 Publisher will report to DEAL Operating Entity the published Eligible Articles invoiced to DEAL Operating Entity as per Section 3.1.2 on a monthly, year-to-date basis. The reports shall be provided both in machine-readable (e.g., csv) and in human-readable format and shall include the following details:

- Name of journal
- Article title of published version
- DOI of article
- Article Type (as defined in the definition of Eligible Article)
- Name of eligible corresponding author
- Email of eligible corresponding author
- Affiliation(s) of corresponding author as listed on published article
- Eligible Institution as determined in author identification process described in Section 3.3.1
- DEAL ID of the Eligible Institution
- Online Publication Date
- Acceptance Date (if available)
- Open Access license information (indication of the license type)
- APC Rates, list price, discount
- Approval by

For each published Eligible Article the report will reference the relevant monthly invoice (element name “Allocation Month”). For clarity, DEAL ID will be included if and to the extent provided to Publisher (in which case such obligation shall only come into effect 5 days after receipt of DEAL ID).

- 3.1.4 For the avoidance of doubt, the APC for any article submitted to Publisher from an Affiliated Author and published under an Open Access License which is not an Eligible Article will not be invoiced to DEAL Operating Entity and will be charged separately to the Affiliated Author under Publisher’s standard process.
- 3.1.5 If DEAL Operating Entity defaults with respect to payment of the APC in accordance with these Product Terms and the Agreement, Publisher may, with respect to any articles not yet

published, cease (i) the author identification process, (ii) submission to the Verifying Institution of articles of Affiliated Authors for approval according to Section 3.4, and (iii) publication of any Eligible Article under these Product Terms. Publisher, however, shall be free to offer to enter into separate agreements with Affiliated Authors affected by such default for publishing services subject to payment of any applicable APC by the relevant Affiliated Author(s). For clarity, within ten business days after DEAL Operating Entity cures its payment default, Publisher shall recommence the activities set forth in (i) – (iii) in the previous sentence, however Publisher shall not be obliged to recommence the activities for any articles processed between cessation of activities and recommencing the activities.

- 3.1.6 Publisher 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 its ORCID ID to Publisher.
- 3.1.7 For the avoidance of doubt, the APC charged under these Fully Open Access Journal Publishing Product Terms relates to the standard Publishing Services provided at the relevant journal for the list price article processing charge. Service fees for optional additional services related to the publishing of the Eligible Article ordered by the author (including but not limited to colour-in-print, reprints, posters) will be charged separately based on the invoice information provided by the author. For clarity, such service fees must not be invoiced to DEAL Operating Entity and DEAL Operating Entity has no obligation to support invoicing or collection of such additional service charges.
- 3.1.8 Publisher shall use measures Publisher deems commercially reasonable to include the following note in the acknowledgement section of the version of record of the Eligible Article: "Open Access funding provided by Projekt DEAL".
- 3.1.9 Upon publication of an Eligible Article, Publisher will register the article metadata on CrossRef, including, but not limited to, the following metadata: (1) publisher, (2) title, (3) the Eligible Article's digital object identifier (DOI), (4) comprehensive source information (*i.e.*, pages, volume, ISSN, issue) if available, (5) dates relevant to publication (acceptance date, publication date online, publication date print), (6) the ORCID ID (if provided by the author prior to editorial acceptance), (7) bibliographic citations, (8) indication of the Open Access License, all of the foregoing subject to the following conditions: (i) Publisher has sufficient rights to perform the foregoing based on its then-current contractual relationship with CrossRef at the time of publication and (ii) CrossRef accepts the specific metadata.
- 3.1.10 Publisher will make the final published versions of Eligible Articles (pdf full text and xml metadata), which have been published under an Open Access License under this Agreement available for download via FTP (ftp, ftps, sftp) by the DEAL Operating Entity on a quarterly basis. However, Publisher shall use commercially reasonable efforts to establish, during the Term, an automatic feed through which said articles will be uploaded to a central repository designated by DEAL Operating Entity, details to be mutually agreed between the Parties.
- 3.1.11 For clarity, the Parties agree that these Product Terms shall not apply to Eligible Articles which Publisher is required to process and invoice under pre-existing agreements with Eligible Institutions.

3.2 Editorial Independence

- 3.2.1 Nothing herein contained shall oblige Publisher or any third party to accept or publish any article submitted to Publisher by an Eligible Author. DEAL Operating Entity acknowledges that the selection of material to be accepted and published by Publisher or a third party in control of the publishing process is entirely at the discretion of Publisher or said third party. DEAL Operating Entity waives any claim they may have against Publisher or said third party in the

event that Publisher 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).

3.3 Author Identification

3.3.1 Publisher will provide the technical means for the identification of Affiliated Authors as part of the publication process, which will be enabled by Publisher on Publisher's Platforms, as follows:

3.3.1.1 "Data Elements" means the following identifiers which may be used by Publisher to enable identification of Affiliated Authors as part of the publication process: (i) name of the Eligible Institution, *i.e.* the legal entity ("Data Element Eligible Institution Name"), (ii) e-mail domain of the Eligible Institution, (iii) the IP address of the Eligible Institution (iv) institute name, meaning an institute which is part of an Eligible Institution ("Data Element Institute Name").

3.3.1.2 Affiliated Authors shall identify themselves by selecting Data Element Eligible Institution Name within the identification process. Both parties agree that both parties shall communicate to authors that authors should use their primary affiliation when selecting the Data Element Institution Name. The Parties agree that the guiding understanding for "primary affiliation" is the following: the institution at which the bulk of the research for the article was conducted.

3.3.1.3 In addition, Publisher may request that Affiliated Authors provide, and Publisher may use in the identification process, the Data Elements set forth in Section 3.3.1.1 (ii), (iii) and (iv) above, if and to the extent such Data Elements have been provided to Publisher, or which otherwise may be in Publisher's possession and used by Publisher pursuant to Section 3.3.1.

3.3.2 Source of Data Elements

3.3.2.1 DEAL Operating Entity will provide the Data Element Eligible Institution Name as part of the list of Eligible Institutions listed in Attachment 1 – DEAL Operating Entity and Eligible Institution Information.

3.3.2.2 DEAL Operating Entity will provide the Data Element Institute Name (if applicable), and to the extent available at DEAL Operating Entity, to Publisher.

3.3.2.3 DEAL Operating Entity will request, as part of the Sign-Up Letter, that the Eligible Institutions provide a) the Data Element "email domain(s)" of the Eligible Institution, and b) the name and e-mail address of a contact individual for the respective Member Institution ("OA Contact") to DEAL Operating Entity, and DEAL Operating Entity will provide such information upon receipt to Publisher. For clarity, a) DEAL Operating Entity is not required to provide updates regarding the Data Element "email domain(s)" and the "OA Contact" to Publisher, and b) Publisher will maintain the Data Element "email domain(s)" and the "OA Contact" in its systems according to this Agreement, and c) Publisher will interact with Member Institutions related to Data Element "email domain(s)" and the "OA Contact". However, DEAL Operating Entity shall inform the Eligible Institutions in the Sign-Up Letter to provide such updates directly to Publisher.

3.3.2.4 DEAL Operating Entity shall update Publisher with respect to any changes in such Data Elements Institute Name as soon as reasonably practicable, if and to the extent such Data Elements are available to DEAL Operating Entity.

3.3.2.5 After receipt of the OA Contact information, Publisher may request the Data Elements "e-mail domain" and "IP address" for each Member Institution from the OA Contact of

said Member Institution, and may use said Data Elements for the identification process described in Section 3.3.1. For clarity, Publisher may use any of the Data Elements provided to identify an Affiliated Author. In addition, Publisher may also use Data Elements related to Eligible Institutions in the identification process to the extent that a) such use is permitted under applicable law and the contracts under which Publisher received the Data Element and, b) they are already available and in use on Publisher's Platforms. For the avoidance of doubt, use of such Data Elements does not require additional confirmation by DEAL Operating Entity.

For the avoidance of doubt, Publisher's obligations with respect to the Publishing Services under these Product Terms shall only come into effect (a) 8 weeks after receipt of the Data Elements as required under this Section 3.3.2, and (b) thereafter, with respect to any updates of such Data Elements, with an implementation period of 5 business days (i) after receipt of the Data Elements from DEAL Operating Entity, or (ii) in case of updates to the Eligible Institution Name, after the confirmation by Publisher.

3.4 Verification

3.4.1 Publisher shall notify Verifying Institution by email each time an author is identified as an Affiliated Author.

3.4.2 Publisher shall 1) make available to Verifying Institution all Data Elements that identified the author as an Affiliated Author, 2) make available, upon request, all affiliations of the Eligible Author that the Eligible Author identified in the article manuscript. The Publisher undertakes to include said affiliation(s) in the published version of the Eligible Article.

DEAL Operating Entity has requested that affiliation information be provided to the Verifying Institution automatically for verification purposes. Publisher has begun and will continue the process of modifying its workflows to enable such automated provisioning.

3.4.3 On the basis of the Data Elements specified in Section 3.4.2, Verifying Institution shall confirm or deny that a) the author is an Affiliated Author and b) article conforms to one of the Article Types listed in Section 2.1.6, as provided by the Publisher, within 3 business days following such notification, and in the case of confirmation, shall be deemed to have ordered the Publishing Services for the respective Eligible Article. For clarity, the Verifying Institution is required to confirm that an author is an Affiliated Author, and that the article conforms to one of the Article Types listed in Section 2.1.6, if the conditions set forth in this Agreement are met. If the Verifying Institution denies that the author is an Affiliated Author, or that the Article Type for the article provided by Publisher is an Article Type covered by these Product Terms, publication of the article will not proceed unless and until the dispute is resolved. The Verifying Institution and the Publisher shall work in good faith to resolve any such dispute. In case Publisher does not receive either a confirmation or a denial within 3 business days after Publisher has notified and provided the Data Elements as specified in Section 3.4.2 to Verifying Institution, Publisher will send a reminder, with a 4-day grace period ("Grace Period"), which shall inform Verifying Institution that Publisher will deem the author to be an Affiliated Author and continue the publishing process if the set grace period expires without any declaration by Verifying Institution. Verifying Institution may request a reasonable extension of the Grace Period, but not more than 5 business days in case Verifying Institution cannot verify that the author is an Affiliated Author for material reasons. In case the affiliation(s) provided by the Eligible Author were not made available to Verifying Institution, Verifying Institution will receive a default extension of the Grace Period of 5 business days. However, Verifying Institution will, without undue delay, request the affiliations from Publisher, if needed for Eligible Author verification.

3.4.4 Published articles that do not include affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date, and which Publisher has made available to the



Verifying Institution for the purpose of verification, shall not be considered Eligible Articles. For clarity, (i) Publisher will not invoice such articles under this Agreement, and will not include such articles in the reports as per Section 3.1.3, and (ii) affiliation(s) stated in an Eligible Article may not be changed after verification.

- 3.4.5 For clarity, corrections to published versions of the Eligible Articles shall be made available under the same license terms as the original published version of the Eligible Article, without additional charge.
- 3.4.6 DEAL Operating Entity may subcontract the author and article type verification process as described under Section 3.4.3 to a Member Institution (in which case the Member Institution becomes the Verifying Institution), under the following conditions: DEAL Operating Entity will remain responsible for fulfillment of its obligations under this Agreement; and (i) DEAL Operating Entity will communicate in writing to Publisher that DEAL Operating Entity desires to subcontract its obligations under this Section to an Eligible Institution and provide the OA Contact information for such Verifying Institution, (ii) the OA Contact registers at the Platforms, (iii) the OA Contact confirms a verification request by Publisher and (iv) Publisher confirms completion of steps (i) – (iii) to the DEAL Operating Entity. For clarity, DEAL Operating Entity will remain responsible for fulfillment of its obligations under Section 3.4.3 if the steps (i) – (iv) of the foregoing sentence are not completed, and Publisher will, in such case, continue to send requests under this Section 3.4.3 to DEAL Operating Entity. Further, it is DEAL Operating Entity's sole responsibility to manage any steps required for such subcontracting and/or obtaining OA Contact information.



SCHEDULE 1 – APC RATES

1. APC Rates applicable for these Product Terms will be calculated by Publisher as set forth below in subsections a. – c.:
 - a. Basis for the calculation are the list price article processing charges applicable for the relevant Open Access Journal at the editorial Acceptance Date of the Eligible Article. The list price article processing charges are set forth in the DEAL Journal List, which will be updated by Publisher on an annual basis. In case the Publisher adds new Open Access Journals to the DEAL Open Access List, the list price article processing charges for such new Open Access Journals will be added together with the new Open Access Journal to the DEAL Journal List on a quarterly basis.
 - b. For the purposes of calculation of the APC Rates, the list price increases for any Article Processing Charges under these Product Terms will not exceed 3.5% per journal title per year (“Cap”); increases will be calculated based on the 2020 list price.
 - c. For BMC and certain other Springer titles which are included in the Open Access Journals, Publisher will apply in addition to the Cap a 20% discount, the journals being eligible for such discount will be identified accordingly in the DEAL Journal List.

Product Terms

Hybrid Publishing

The following sets forth the legal and economic framework to allow: (a) Eligible Authors from Eligible Institutions to publish open access articles in the Open Choice Journals, and (b) access to the Content. Article processing charges for the Publishing Services as well as fees for reading access to the Content shall be deemed included in the overall PAR Fees under these Product Terms.

The Parties acknowledge and agree that Publisher will provide the Publishing Services to DEAL Operating Entity for the benefit of Eligible Authors of the Eligible Institutions and access to the Content by the Authorized Users of Member Institutions, and that DEAL Operating Entity is paying the PAR Fees in consideration of Publisher's provision of Publishing Services to DEAL Operating Entity for the benefit of Eligible Authors of the Eligible Institutions and access to the Content by the Authorized Users of Member Institutions.

Publisher and DEAL Operating Entity desire to improve the open access publishing processes, particularly identification and verification to improve the process for Eligible Authors, and agree to mutually discuss suggestions related to such improvements.

These Product Terms incorporate the following Schedule:

Schedule 1: PAR Fee Rates, PAR Fee and PAR Fee Fund calculation

1. Term

The Term shall begin on 1. January 2020 (the "Commencement Date") and shall end on 31. December 2022. If the DEAL Operating Entity exercises its option to renew the Term as set forth in the Agreement Details, the expiration date of these Product Terms shall be extended by one year.

PART A – HYBRID 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 above:

2.1.1 "**Acceptance Date**" means the date on which the Eligible Article has been editorially accepted for publication in an Open Choice Journal.

2.1.2 "**Approval Date**" means the date on which it is confirmed, pursuant to Section 3.4.3, that (i) an author is an Affiliated Author and (ii) the article conforms with one of the Article Types listed in Section 2.1.9.

2.1.3 "**Allocation Date**" means the date on which the Eligible Article was published online in an Open Choice Journal ("Online Publication Date").

2.1.4 "**Content**" means, for the purposes of these Product Terms, the Continuing Access Journals.

2.1.5 "**Continuing Access Journals**" means the journals identified as Continuing Access Journals in the DEAL Journal List, including journals with the Publishing Model "Open Choice" or "Subscription-only". The list of Continuing Access Journals is subject to change by Publisher.

2.1.6 "**Publish and Read Fee**" ("PAR Fee") means Publisher's fee for the provision of the Publishing Services for each Published Article published in the applicable Open Choice Journal and the access to the Content under these Product Terms, as further specified in Schedule 1: PAR Fee Rates, PAR Fee and PAR Fee Fund calculation;

- 2.1.7 “**PAR Fee Fund**” means the amount identified as PAR Fee Fund for each calendar year of the Term in the Agreement Details.
- 2.1.8 “**Eligible Authors**” means authors (i) who are students enrolled at or accredited to an Eligible Institution or who are teaching and research staff employed by or otherwise accredited to the Eligible Institution (“**Affiliated Author**”), whereby in the case of articles published by multiple authors only the corresponding author (i.e. the author corresponding with the Publisher at the time of acceptance) may qualify as an Affiliated Author; (ii) who have either signed (a) one of the then current open access publishing agreements used by Publisher to publish an article under an Open Access License, or (b) signed one of the then current standard license to publish (when not published under an Open Access License) in one of Publisher’s Open Choice Journals; and (iii) for whom Verifying Institution has confirmed their status as Affiliated Author pursuant to Section 3.4.3.
- 2.1.9 “**Eligible Articles**” means articles (i) which are original and do not violate any law and/or infringe third party right and meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other editorial policies of Publisher or the relevant journal, (ii) for which the corresponding author is an Eligible Author, (iii) which are editorially accepted for publication in an Open Choice Journal, (iv) with an Online Publication Date during the Term, and (v) which are of one of the following article types (“**Article Types**”)
- 2.1.9.1 “Research Articles” means any of the following article types:
- Original Paper – Standard article, generally presenting new results; articles published under this article type may also be referred to as Original Research, Original Article, Original Paper or Research Paper.
- Review Paper – Standard article, interpreting previously published results.
- Brief Communication – Short article submitted for rapid publication that exhibits the same structure as a standard article.
- With respect to the medical specialist journals “*Facharztzeitschriften*” of Springer Medizin Verlag as indicated in the DEAL Journal List the following applies: Only Research Articles which are not requested and actively editorially managed as part of the editorial program planning, shall be deemed Eligible Articles.
- 2.1.9.2 “Non-Research Articles” means any of the following article types:
- Editorial Notes – Expresses the view of a journal. An opinion or note from the Editor(s) or an introduction to a journal or a (special) issue
- Book Reviews – Expresses a personal opinion of a book (or books)
- Letters – Expresses a personal message, reaction or opinion and addressed to specific recipient
- Reports – Provides an overview of an event or incident (e.g. Conference Reports), and can be used for journalism
- With respect to the medical specialist journals “*Facharztzeitschriften*” of Springer Medizin Verlag as indicated in the DEAL Journal List, Non-Research Articles shall not be deemed Eligible Articles.
- 2.1.9.3 “*Facharztzeitschriften*” means journals intended for members of the health professions (including, without limitation, doctors, dentists, psychotherapists, and nursing staff), the

purpose of which is to translate the latest findings and developments in the field of medicine into instructions and recommendations for daily work. The content is created by external experts, medical journalists and the publisher's own editorial staff, and may be supplemented with unsolicited, peer-reviewed manuscripts (Original Papers, Review Papers, Brief Communications).

- 2.1.9.4. The Parties may agree in writing to add other article types to the definition of “Eligible Articles”. However, the Parties agree that Publisher may, without further approval, use a new Non-Research Article type “Commentary - Providing a commentary on a scientific subject matter and development of field. Not objective but subjectively commenting on a specific topic or article. Usually invited papers.”

The Publisher undertakes to use reasonable efforts to a) make available affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date to Verifying Institution via the Platforms, and b) include said affiliation(s) in the published version of the Eligible Article.

- 2.1.10 “**Non-Standard Journals**” means the journals which are not published in Publisher’s standard publications workflow, and/or in which respect Publisher 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 the list of Open Choice Journals in the DEAL Journal List, but Publisher may change the designation of journals from time to time during the Term.
- 2.1.11 “**Open Access License**” means a Creative Commons license or other open access license, used for the publishing of Eligible Articles in Open Choice Journals when an Eligible Author elects to publish an Eligible Article on an open access basis. Publisher currently offers CC BY 4.0 and CC BY-NC 4.0, subject to change at any time by Publisher, but Publisher shall generally not offer publishing under other Creative Commons licenses or other open access licenses which would materially limit the use of the published content. However, certain exceptions apply (including, but not limited to, if requested by the author, and/or otherwise required by law or third parties (such as funding bodies)).
- 2.1.12 “**Open Choice Journals**” means the journals providing the option to publish either under an Open Access License or on a subscription basis, and identified as Open Choice Journals in the DEAL Journal List. For clarity, Open Choice Journals are part of the Continuing Access Journals as identified in the DEAL Journal List. The list of Open Choice Journals is subject to change by Publisher.
- 2.1.13 “**Published Article(s)**” means an (any) Eligible Article(s) from Eligible Authors published in a calendar year within the Term in the Open Choice Journals, whether or not published under an Open Access License (in the latter case, e.g. author decides not to publish open access).
- 2.1.14 “**Publishing Services**” means Publisher’s pre-publishing and hosting services, procured by DEAL Operating Entity in relation to an Eligible Article for Eligible Authors, as defined below.

Pre-publishing services typically 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, customer services, and identification and verification of Eligible Authors. However, the pre-publishing services are defined as per the applicable workflows at the relevant journal covered by the standard list price article processing charge at the relevant journal.

Hosting services include making available the published Eligible Articles on the Publisher’s Platform in line with Publishers standard business practices.



The Publishing Services are subject to the Eligible Author agreeing to the journal publisher's publishing terms, and subject to the terms of these Product Terms and may for some Journals be provided by the relevant publisher of the Eligible Article in the respective Open Choice Journal.

2.1.15 "**Reference Articles**" means 9,500 Published Articles.

2.1.16 "**Verifying Institution**" means the legal entity obligated under this Agreement to verify whether an author is an Affiliated Author under Section 3.4.3 and the article conforms to one of the Article Types listed in Section 2.1.9.

The Parties agree that the DEAL Operating Entity is the Verifying Institution unless and until it subcontracts its obligations under Section 3.4.3 to a Member Institution and the conditions set forth in Section 3.4.6 are met.

3. Open Access Publishing

3.1 Publication of Eligible Articles

3.1.1 Eligible Authors have the options to publish Eligible Articles under an Open Access License, or a standard license to publish. Generally, Eligible Authors will retain copyright in the Eligible Article if they elect to publish under an Open Access License, subject to certain exceptions (including, but not limited to, articles published in Non-Standard Journals, or if requested by the author, and/or otherwise required by law or third parties (such as funding bodies)). Under the standard hybrid publication workflow, open access publishing will be presented as the default option to Eligible Authors, however, for clarity, Eligible Authors may choose to publish Eligible Articles on an open access or subscription basis.

3.1.2 The PAR Fee(s) for Published Articles shall be paid by DEAL Operating Entity.

3.1.2.1 The PAR Fee for a Published Article will be deducted from the PAR Fee Fund by Publisher in the month following the Allocation Date. However, the Parties agree that deduction may be delayed in certain cases, including but not limited to if the Approval Date had been determined after the Allocation Date, and the foregoing shall not limit Publisher's rights to deduct Published Articles at a later time.

3.1.2.2 When the PAR Fee Fund is no longer sufficient to cover any additional PAR Fee(s), Publisher will notify DEAL Operating Entity thereof, and thereafter invoice the PAR Fee(s) for Published Articles to DEAL Operating Entity. The PAR Fee for a Published Article will be invoiced by Publisher in the month following the Allocation Date. However, the Parties agree that the foregoing shall not limit Publisher's rights to invoice Published Articles at a later time, including but not limited to instances in which the Approval Date is determined after the Allocation Date, and the foregoing shall not limit Publisher's rights to invoice Published Articles at a later time, but not later than the end of the first quarter of the year following the Online Publication Date. For clarity: Once a Reconciliation Invoice has been issued, no further or subsequent invoicing for Published Articles with Allocation Date in the year to which the Reconciliation Invoice relates is permitted.

3.1.3 Publisher will report to DEAL Operating Entity the Published Articles invoiced to DEAL Operating Entity as per Section 3.1.2 on a monthly, year-to-date basis. The reports shall be provided both in machine-readable (e.g. csv) and in human-readable format and shall include the following details:

- Name of journal
- Article title of published version
- DOI of article
- Article Type (as defined in the definition of Eligible Article)
- Name of eligible corresponding author
- Email of eligible corresponding author
- Affiliation(s) of corresponding author as listed on published article. If the published article has been published in a Non-Standard Journal, Publisher will include at least one Affiliation in the report.
- Eligible Institution as determined in author identification process described in Section 3.3.1
- DEAL ID of the Eligible Institution
- Online Publication Date
- Acceptance Date (if available)
- Open Access license information (indication of the license type), or indication if Published Article has been published on a subscription basis (indicated as “opt-out”)
- PAR Fee Rate
- Approval by

For each Published Article the report will reference the relevant monthly invoice (element name “Allocation Month”). For clarity, DEAL ID will be included if and to the extent provided to Publisher (in which case such obligation shall only come into effect 5 days after receipt of DEAL ID).

3.1.4 For the avoidance of doubt, article processing charges for any article submitted to Publisher from an Affiliated Author and published under an Open Access License, which is not an Eligible Article will not be charged to DEAL Operating Entity and will be charged separately to the Affiliated Author under Publisher’s standard process.

3.1.5 If DEAL Operating Entity defaults with respect to payment of the PAR Fees in accordance with these Product Terms and the Agreement, Publisher may, with respect to any articles not yet published, cease (i) the author identification process, (ii) submission to the Verifying Institution of articles of Affiliated Authors for approval according to Section 3.4, and (iii) publication of any Eligible Article under these Product Terms. Publisher, however, shall be free to offer to enter into separate agreements with Affiliated Authors affected by such default for publishing services subject to payment of any applicable PAR Fee by the relevant Affiliated Author(s). For clarity, within ten business days after DEAL Operating Entity cures its payment default, Publisher shall recommence the activities set forth in subparagraphs (i) – (iii) above, however Publisher shall not be obliged to recommence the activities for any articles processed between cessation of activities and recommencing the activities.

3.1.6 Publisher 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 its ORCID ID to Publisher. This Section does not apply to Non-Standard Journals.

3.1.7 For clarity, access to an Eligible Article that an Eligible Author has elected to have published under an Open Access License will be made available under the terms of such Open Access License without additional restrictions on the Online Publication Date.

- 3.1.8 For the avoidance of doubt, the PAR Fee charged under these Hybrid Publishing Product Terms relates to the standard Publishing Services provided at the relevant journal, where “standard” refers to the service scope that is covered by the list price article processing charge for customers of Publisher not subject to the terms of this Agreement. Service fees for optional additional services related to the publishing of the Eligible Article ordered by the author (including but not limited to colour-in-print, reprints, posters) will be charged separately based on the invoice information provided by the author. For clarity, such service fees must not be invoiced to DEAL Operating Entity and DEAL Operating Entity has no obligation to support invoicing or collection of such additional service charges.
- 3.1.9 Publisher shall use measures Publisher deems commercially reasonable to include the following note in the acknowledgement section of the version of record of the Eligible Article: “Open Access funding provided by Projekt DEAL”. This does not apply to Non-Standard Journals or if the Published Article has been published on a subscription basis.
- 3.1.10 Upon publication of an Eligible Article, Publisher will register the article metadata on CrossRef, including, but not limited to, the following metadata: (1) publisher, (2) title, (3) the Eligible Article’s digital object identifier (DOI), (4) comprehensive source information (i.e., pages, volume, ISSN, issue) if available, (5) dates relevant to publication (acceptance date, if available, publication date online, publication date print) (6) the ORCID ID (if provided by the author prior to editorial acceptance), (7) bibliographic citations, (8) indication of the Open Access License, all of the foregoing subject to the following conditions: (i) Publisher has sufficient rights to perform the foregoing based on its then-current contractual relationship with CrossRef at the time of publication and (ii) CrossRef accepts the specific metadata. This Section does not apply to Non-Standard Journals.
- 3.1.11 Publisher will make the final published versions of Eligible Articles (pdf full text and xml metadata), which have been published under an Open Access License under this Agreement available for download via FTP (ftp, ftps, sftp) by the DEAL Operating Entity on a quarterly basis. However, Publisher shall use commercially reasonable efforts to establish, during the Term, an automatic feed through which said articles will be uploaded to a central repository designated by DEAL Operating Entity, details to be mutually agreed between the Parties.

3.2 Editorial Independence

Nothing herein contained shall oblige Publisher or any third party to accept or publish any article submitted to Publisher by an Eligible Author. DEAL Operating Entity acknowledges that the selection of material to be accepted and published by Publisher or a third party in control of the publishing process is entirely at the discretion of Publisher or said third party. DEAL Operating Entity waives any claim they may have against Publisher or said third party in the event that Publisher 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).

3.3 Author Identification

- 3.3.1 Publisher will provide the technical means for the identification of Affiliated Authors as part of the publication process, which will be enabled by Publisher on Publisher’s Platforms, as follows:
- 3.3.1.1 “Data Elements” means the following identifiers which may be used by Publisher to enable identification of Affiliated Authors as part of the publication process: (i) name of the Eligible Institution, i.e. the legal entity (“Data Element Eligible Institution Name”), (ii) e-mail domain of the Eligible Institution, (iii) the IP address(es) of the Eligible Institution (iv) institute name, meaning an institute which is part of an Eligible Institution (“Data Element Institute Name”).



- 3.3.1.2 Affiliated Authors shall identify themselves by selecting Data Element Eligible Institution Name within the identification process. Both parties agree that both parties shall communicate to authors that authors should use their primary affiliation when selecting the Data Element Institution Name. The Parties agree that the guiding understanding for “primary affiliation” is the following: the institution at which the bulk of the research for the article was conducted.
- 3.3.1.3 In addition, Publisher may request that Affiliated Authors provide, and Publisher may use in the identification process, the Data Elements set forth in Section 3.3.1.1 (ii), (iii) and (iv) above, if and to the extent such Data Elements have been provided to Publisher, or which otherwise may be in Publisher’s possession and used by Publisher pursuant to Section 3.3.1.
- 3.3.1.4 Section 3.3.1 does not apply to Non-Standard Journals. Identification of Affiliated Authors will be handled in a manual workflow between Publisher and the publisher of the Non-Standard Journal.

3.3.2 Source of Data Elements

- 3.3.2.1 DEAL Operating Entity will provide the Data Element Eligible Institution Name as part of the list of Eligible Institutions listed in Attachment 1 – DEAL Operating Entity and Eligible Institution Information.
- 3.3.2.2 DEAL Operating Entity will provide the Data Element Institute Name (if applicable), and to the extent available at DEAL Operating Entity, to Publisher.
- 3.3.2.3 DEAL Operating Entity will request, as part of the Sign-Up Letter, that the Eligible Institutions provide a) the Data Element “email domain(s)” of the Member Institution, and b) the name and e-mail address of a contact individual for the respective Member Institution (“OA Contact”) to DEAL Operating Entity, and DEAL Operating Entity will provide such information upon receipt to Publisher. For clarity, a) DEAL Operating Entity is not required to provide updates regarding the Data Element “email domain(s)” and the “OA Contact” to Publisher, and b) Publisher will maintain the Data Element “email domain(s)” and the “OA Contact” in its systems according to this Agreement, and c) Publisher will interact with Member Institutions related to Data Element “email domain(s)” and the “OA Contact”. However, DEAL Operating Entity shall inform the Eligible Institutions in the Sign-Up Letter to provide such updates directly to Publisher.
- 3.3.2.4 DEAL Operating Entity shall update Publisher with respect to any changes in such Data Elements Institute Name as soon as reasonably practicable, if and to the extent such Data Elements are available to DEAL Operating Entity.
- 3.3.2.5 After receipt of the OA Contact information, Publisher may request the Data Elements “e-mail domain” and “IP address” for each Member Institution from the OA Contact of said Member Institution, and may use said Data Elements for the identification process described in Section 3.3.1. For clarity, Publisher may use any of the Data Elements provided to identify an Affiliated Author. In addition, Publisher may also use Data Elements related to Eligible Institutions in the identification process to the extent that a) such use is permitted under applicable law and the contracts under which Publisher received the Data Element and, b) they are already available and in use on Publisher’s Platforms. For the avoidance of doubt, use of such Data Elements does not require additional confirmation by DEAL Operating Entity.

For the avoidance of doubt, Publisher’s obligations with respect to the Publishing Services under these Product Terms shall only come into effect (a) 8 weeks after receipt of the Data Elements as required under Section 3.3.2, and (b) thereafter, with respect to

any updates of such Data Elements, with an implementation period of 5 business days (i) after receipt of the Data Elements from DEAL Operating Entity, or (ii) in case of updates to the Eligible Institution Name, after the confirmation by Publisher.

3.4 Verification

3.4.1 Publisher shall notify Verifying Institution by email each time an author is identified as an Affiliated Author.

3.4.2 Publisher shall 1) make available to Verifying Institution all Data Elements that identified the author as an Affiliated Author (this does not apply to Non-Standard Journals), 2) make available, upon request, all affiliations of the Eligible Author that the Eligible Author identified in the article manuscript. The Publisher undertakes to include said affiliation(s) in the published version of the Eligible Article.

DEAL Operating Entity has requested that affiliation information be provided to the Verifying Institution automatically for verification purposes. Publisher has begun and will continue the process of modifying its workflows to enable such automated provisioning. This does not apply to Non-Standard Journals.

3.4.3 On the basis of the Data Elements specified in Section 3.4.2, Verifying Institution shall confirm or deny that a) the author is an Affiliated Author and b) article conforms to one of the Article Types listed in Section 2.1.9, as provided by the Publisher, within 3 business days following such notification, and in the case of confirmation, shall be deemed to have ordered the Publishing Services for the respective Eligible Article. For clarity, the Verifying Institution is required to confirm that an author is an Affiliated Author, and that the article conforms to one of the Article Types listed in Section 2.1.9, if the conditions set forth in this Agreement are met. If the Verifying Institution denies that the author is an Affiliated Author, or that the Article Type for an article provided by Publisher is an Article Type covered by these Product Terms, publication of the article will not proceed unless and until the dispute is resolved. The Verifying Institution and the Publisher shall work in good faith to resolve any such dispute. In case Publisher does not receive either a confirmation or a denial within 3 business days after Publisher has notified and provided the Data Elements as specified in Section 3.4.2 to Verifying Institution, Publisher will send a reminder, with a 4-day grace period ("Grace Period"), which shall inform Verifying Institution that Publisher will deem the author to be an Affiliated Author and continue the publishing process if the set grace period expires without any declaration by Verifying Institution. Verifying Institution may request a reasonable extension of the Grace Period, but not more than 5 business days in case Verifying Institution cannot verify that the author is an Affiliated Author for material reasons. In case the affiliation(s) provided by the Eligible Author were not made available to Verifying Institution, Verifying Institution will receive a default extension of the Grace Period of 5 business days. However, Verifying Institution will, without undue delay, request the affiliations from Publisher, if needed for Eligible Author verification.

3.4.4 Published articles that do not include affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date, and which Publisher has made available to the Verifying Institution for the purpose of verification, shall not be considered Eligible Articles. For clarity, (i) Publisher will not invoice such articles under this Agreement, and will not include such articles in the reports as per Section 3.1.3, and (ii) affiliation(s) stated in an Eligible Article may not be changed after verification.

3.4.5 For clarity, corrections to published versions of the Eligible Articles shall be made available under the same license terms as the original published version of the Eligible Article, without additional charge.



- 3.4.6 DEAL Operating Entity may subcontract the author and article type verification process as described under Section 3.4.3 to a Member Institution (in which case the Member Institution becomes the Verifying Institution), under the following conditions: DEAL Operating Entity will remain responsible for fulfillment of its obligations under this Agreement; and (i) DEAL Operating Entity will communicate in writing to Publisher that DEAL Operating Entity desires to subcontract its obligations under this Section to an Eligible Institution and provide the OA Contact information for such Verifying Institution, (ii) the OA Contact registers at the Platforms, (iii) the OA Contact confirms a verification request by Publisher and (iv) Publisher confirms completion of steps (i) – (iii) to the DEAL Operating Entity. For clarity, DEAL Operating Entity will remain responsible for fulfillment of its obligations under Section 3.4.3 if the steps (i) – (iv) of the foregoing sentence are not completed, and Publisher will, in such case, continue to send requests under this Section 3.4.3 to DEAL Operating Entity. Further, it is DEAL Operating Entity's sole responsibility to manage any steps required for such subcontracting and/or obtaining OA Contact information.

PART B – ACCESS TO CONTENT

4. Access to Content

4.1 Access Rights

- 4.1.1 DEAL Operating Entity and Publisher agree that an Eligible Institution and its Authorized Users may receive access to the Content set forth in these Product Terms, subject to acceptance of the Reading Access Terms, in accordance with Section 1 thereof. Publisher will enable access according to the Reading Access Terms Sections 1.1.2 and 1.1.3.
- 4.1.2 With respect to the rights granted under Section 4.1.3 of these Product Terms, the Term shall begin on 1. January 2020 (“Commencement Date”), and end on 31. December 2022, however any obligations of Publisher to provide access to the Content shall begin only on the date on which Publisher enables access for Member Institution subject to the foregoing section. For clarity, if the DEAL Operating Entity exercises its option to renew the Term as set forth in the Agreement Details, the expiration date of these Product Terms shall be extended by one year.
- 4.1.3 Continuing Access Journals: During the Term, Member Institution shall have access to the Continuing Access Journals first published during the Term. After the Term, Member Institution shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this Agreement.

4.2 Cessation of Publication / Transfer / DDP / New Journals

- 4.2.1 **Cessation of Publication.** If Publisher ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Publisher ceases to have publishing rights or because Publisher ceases to publish those Continuing Access Journals, upon DEAL Operating Entity's written request, Publisher will, at Publisher's sole option, offer to DEAL Operating Entity:
- 4.2.1.1 access to additional Content not presently licensed to DEAL Operating Entity 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
- 4.2.1.2 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 Publisher 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 Publisher to calculate the value of the lost Content as a percentage of the Continuing Access Journals under these Product Terms, Part B Reading Access.

4.2.2 Transfer of Publishing Rights to Continuing Access Journals

If Publisher's publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Publisher will use reasonable efforts to provide Member Institutions with Continuing Access to the Content of that Continuing Access Journal published by Publisher 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 to DEAL Operating Entity. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this Agreement, except for Sections 6.3, 6.6 and 6.7 of the Reading Access Terms and Section 1.2 of the Publish and Read Agreement Terms and Conditions.

4.2.3 If a Member Institution orders the print versions of its Continuing Access Journals from Publisher (whether directly or through an intermediary) in addition to the electronic access provided under this Agreement, then Member Institution is charged either directly or through the intermediary and entitled to a discount of 75% off the list price of the print version, if a print version is available at Publisher, excluding postage and handling fee ("Deep Discounted Print" or "DDP"). Member Institution's (or Member Institution's intermediary's) order must state that Member Institution is ordering the print versions of the Continuing Access Journals under the DDP to obtain such discount. This Section only applies to the Continuing Access Journals first published during the Term.

4.2.4 If Publisher licenses additional journal titles under the Springer, Springer Medical/Medizin, Palgrave, Adis and Macmillan academic journals imprints, which are, at the Commencement Date, not part of the Content, these journal titles will be included in the Content during the Term without additional payment obligations, to the extent Springer Nature's rights permit. Major new title list acquisitions during the Term are not included in the license grant under these Product Terms.

SCHEDULE 1 TO HYBRID PUBLISHING TERMS– PAR FEE RATES, PAR FEE AND PAR FEE FUND CALCULATION

1. PAR Fee Rates:

- 1.1. PAR Fee for Research Article, per Published Article: 2,750 EUR (“Research Article PAR Fee”).
- 1.2. Adjusted PAR Fee for Non Research Article, as defined in the definition of Eligible Article, per Published Article: 917 EUR (“Non-Research Article PAR Fee”).

2. PAR Fee calculation

- 2.1. A PAR Fee based on the applicable PAR Fee Rates as defined in Section 1 above will be due for any Published Article published by an Eligible Author in an Open Choice Journal.
- 2.2. In deviation from the principle in the foregoing sections, the Parties agree to an adjustment of total PAR Fees in certain cases: The Parties agree to certain minimum and maximum amounts related to the total PAR Fees.

The “Reference Value” means the number of Reference Articles multiplied by the Research Article PAR Fee, i.e. $9,500 \times 2,750 \text{ €} = 26,125,000 \text{ €}$.

The “Calculated Total PAR Fee” means, for each calendar year of the Term, a) the number of Published Articles which are Research Articles multiplied by the Research Article PAR Fee, plus b) the number of Published Articles which are Non-Research Articles multiplied by the Non-Research Article PAR Fee.

2.2.1. For the year 2020:

- If the Calculated Total PAR Fee is less than or equal to the Reference Value, Publisher will charge the Reference Value, irrespective of the actual value of the Calculated Total PAR Fee and numbers of Published Articles.
- If the Calculated Total PAR Fee exceeds the Reference Value, Publisher will charge the Calculated Total PAR Fee up to and including 5% above the Reference Value (“Upper Threshold”).

2.2.2. For the year 2021:

- If the Calculated Total PAR Fee is below the Reference Value, Publisher will charge the Calculated Total PAR Fee, however, Publisher will charge no less than 95% (“Lower Threshold”) of the Reference Value.
- If the Calculated Total PAR Fee exceeds the Reference Value, Publisher will charge the Calculated Total PAR Fee, up to and including 10% above the Reference Value (“Upper Threshold”).

2.2.3. For the year 2022: same as in year 2021, with Lower Threshold: 85%, Upper Threshold: 20%.

2.2.4. [Only if DEAL Operating Entity decides to extend the Term of these Product Terms until 31. December 2023:] For the year 2023: same as in year 2021, with Lower Threshold: 75%, Upper Threshold: 30%.

- 2.3. For the avoidance of doubt, Publisher will continue to publish Eligible Articles, even if the Upper Threshold is met or exceeded. Publisher will never charge any part of the Calculated Total PAR Fee exceeding the Upper Threshold, irrespective of the actual Calculated Total PAR Fee and/or number of Published Articles.



In case of termination of the Product Term “Hybrid Publishing” other than at the end of a calendar year, all calculations set forth in this Section 2 shall be based on a prorated Reference Value.

Any difference between the Calculated Total PAR Fee, if lower than the Lower Threshold, and the Lower Threshold shall be invoiced after the end of the then current calendar year (“Reconciliation Invoice”). The Parties agree that the Reconciliation Invoice closes invoicing for the year and that no further Published Articles for that year shall be invoiced.

Publisher will not send a Reconciliation Invoice until the PAR Fee Fund for the relevant calendar year has been depleted, and after Publisher has provided invoices for all Published Articles for such calendar year not covered by the PAR Fee Fund for the relevant calendar year.

3. PAR Fee Fund calculation

- For the year 2020, Publisher will invoice 100% of the Reference Value (“PAR Fee Fund 2020”).
- For the year 2021, Publisher will invoice 75% of the Reference Value (“PAR Fee Fund 2021”).
- For the year 2022, Publisher will invoice 50 % of the Reference Value (“PAR Fee Fund 2022”).
- For the year 2023, Publisher will invoice 25% of the Reference Value (“PAR Fee Fund 2023”).



Product Terms
DEAL Journal Archive
(Springer, Adis and Palgrave Macmillan Journals)

1. Term

- 1.1 DEAL Operating Entity and Publisher agree that any Eligible Institution and its Authorized Users may receive access to the Content set forth in these Product Terms, subject to acceptance of the Reading Access Terms, in accordance with Section 1 thereof. Publisher will enable access according to the Reading Access Terms Sections 1.1.2 and 1.1.3.
- 1.2. The Term shall begin on the date on which Publisher enables access for Member Institution, subject to the foregoing section (the “Commencement Date”) and shall continue without limitation in time, subject to all terms and conditions of this Agreement. For the avoidance of doubt, the earliest Commencement Date shall be 1. January 2020.

2. Content: DEAL Journal Archive including agreed volumes of the Springer, Adis and Palgrave Macmillan Journal Archive

The guiding principle for the DEAL Journal Archive is to fill gaps in the entitlements of Eligible Institutions under prior licenses with Springer Nature or its predecessors with respect to the Springer, Adis and Palgrave Macmillan Journal Content to which Publisher has sufficient rights. Content licensed under these Product Terms are the issues of the Journals identified in the specific list indicating the licensed journals and volumes of licensed journals to be finalized by the parties promptly after the Effective Date (“Entitlements List”). The Entitlements List will include all volumes of Springer, Adis, and Palgrave Macmillan Journals published from 2003 to 2019, and those volumes of such Journals published prior to 2003 which are not covered by the German National Archive license signed by Publisher or its predecessor in 2003.

The Content licensed hereunder, and the Fee for the Content is based on the following number of articles.

Year in which the Content was published	Approximate Number of Articles
2019	227,612
2018	221,521
2017	215,534
2016	208,719
2015	205,221
2014	202,305
2013	196,775
2012	186,497
2011	173,132
2010	162,175
2009	136,356
2008	144,836
2007	136,051

2006	124,363
2005	113,165
2004	108,629
2003	104,452
pre-2003	200,000
Total Estimated Number of Articles	3.067.343

The Fee is based on the inclusion of the number of articles in the Content licensed under these Product Terms. If the total number of articles in the Content licensed under these Product Terms is less than 97% of the Total Estimated Number of Articles, Publisher shall, at DEAL Operating Entity's request, offer DEAL Operating Entity either (1) a credit towards any future acquisition of any other online product, or (2) current access to an additional online product not presently licensed to DEAL Operating Entity, in either case in an amount equal to the average price per article under these Product Terms multiplied by the shortfall in the number of articles.

3. DFG Eligible Institutions

3.1 The Parties agree that in addition to Eligible Institutions, any of the following institutions:

- a) publicly or privately funded higher education and research institutions in Germany,
- b) the German National Library, all regional and state libraries, as well as central subject libraries,
- c) research libraries and specialized academic libraries with primarily public funding,
- d) research institutes primarily funded by the federal or state governments, including academic institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the institutes of the Max Weber Stiftung or the Goethe Institutes (hereinafter "DFG Eligible Institutions") and its Authorized Users

may receive access to the Content set forth in these Product Terms, subject to acceptance of the Reading Access Terms, in accordance with Section 1 thereof.

3.2 For clarity, reading access for DFG Eligible Institutions shall be permitted solely for Content licensed under these Product Terms.

3.3 If any DFG Eligible Institution desires access to the Content licensed under these Product Terms, DEAL Operating Entity shall inform Publisher thereof. The Parties will mutually agree to an adjusted sign-up process and adjusted Reading Access Terms, such that reading access to DFG Eligible Institutions shall be limited to the Content licensed under these Product Terms. Any obligation of Publisher under these Product Terms shall only commence once the Parties have mutually agreed to such adjusted sign-up process and adjusted Reading Access Terms. Once the DFG Eligible Institution has signed up, to the adjusted Reading Access Terms pursuant to the agreed process, the DFG Eligible Institution shall be deemed a DFG Member Institution. For clarity, (i) with respect to the adjusted sign-up process, Publisher agrees that DEAL Operating Entity may utilize the customary sign up process used for national licenses ("*Nationallizenz*") on the condition that such sign up process conforms with the requirements set forth above, and (ii) Section 1.1 and 1.2 of the Dark Archive Addendum shall apply to DFG Member Institutions in the same manner and to the same extent as to Member Institutions.

Addendum
Dark Archive

1. Local Installation for archival purposes

- 1.1. DEAL Operating Entity may install the Content licensed as an Archive Product, or under Product Terms that include Continuing Access Rights, but excluding, for clarity, any Access Only or Backfile Content (“Back Up Content”) on an internal server of DEAL Operating Entity solely for archival purposes, i.e., without permitting Member Institutions and/or Authorized Users to access the Back Up Content, except as provided for in Section 1.2 below. The rights granted herein are expressly limited to hosting of the Back Up Content on servers within the server domain name of DEAL Operating Entity and its related IP address ranges.
- 1.2. If Publisher does not comply with its obligations as under Section 1.2 of the Publish and Read Agreement Terms and Conditions for a period of 30 days or more after receiving written notice by DEAL Operating Entity of Publisher’s failure (including a detailed description of the circumstances of such failure), DEAL Operating Entity may enable access to the Back Up Content for Member Institutions and Authorized Users, subject to its rights under this Agreement, including but not limited to the applicable Product Terms and the Reading Access Terms, in order to exercise its rights under the Agreement, in which case all rights and obligations with respect to the Content (except as set forth Section 6.3 of the Reading Access Terms and in Section 1.2 of the Publish and Read Agreement Terms and Conditions) shall apply to the Back Up Content. DEAL Operating Entity shall terminate access to and use of the Back Up Content immediately upon notification from Publisher that online access via the Platforms has been restored.
- 1.3. Installation at third party provider. Publisher agrees that DEAL Operating Entity may use one or more third party host provider(s) to exercise the right according to Section 1.1 and 1.2. (“Host Provider”). For clarity, DEAL Operating Entity may use different Host Providers for different parts of the Back Up Content. The obligations with respect to DEAL Operating Entity will apply accordingly to Host Provider. DEAL Operating Entity shall remain responsible for compliance of the Host Provider with respect to DEAL Operating Entity’s obligations under this Dark Archive Addendum. In case DEAL Operating Entity decides to use a third party host provider, delivery of Back Up Content shall be made to Host Provider instead of DEAL Operating Entity. This Section 1.3 is subject to a) Host Providers written acknowledgement of the terms of this Dark Archive Addendum, and b) DEAL Operating Entity notifying Publisher in writing thereof.

2. Content and Delivery

- 2.1 Publisher and DEAL Operating Entity shall discuss schedule and form of delivery of the Back Up Content to DEAL Operating Entity. Publisher shall have no obligation to deliver Back Up Content, if DEAL Operating Entity requests a delivery of Back Up Content which deviates from the standards as set forth below. The Parties agree that the delivery of the Content licensed under the Product Terms “Journal Archives” may take up to 10 weeks.
- 2.2 If Publisher and DEAL Operating Entity have confirmed the schedule and form of delivery (the “Delivery Details”), Publisher will deliver the Back Up Content to DEAL Operating Entity within the schedule confirmed in the Delivery Details, and will make all reasonable efforts to supply updates of the Back Up Content concurrent with the publication of the Content on the Platforms. For the avoidance of doubt, irrespective of receipt of the Back Up Content, DEAL Operating Entity shall only permit access to the Back Up Content starting at respective Commencement Date of the Product Term which governs the use of the Back Up Content as specified in Section 1 above.
- 2.3 Publisher will deliver (i) the full text of the Back Up Content in PDF format and (ii) the metadata of the Back Up Content including the bibliographic information and the abstracts in XML format. In case not otherwise specified in the Delivery Details, Publisher will deliver the Back Up Content through a FTP server (for Content licensed under the Product Terms Hybrid Publishing), or on a physical storage



medium (for Content licensed under the Product Terms “DEAL Journal Archive (Springer, Adis and Palgrave Macmillan Journals)”) and in the then current document type definition version used at Publisher. Publisher will create a FTP account for DEAL Operating Entity. Regular uploads of new data are copied to Publisher’s FTP site for DEAL Operating Entity to download. Publisher will notify DEAL Operating Entity via e-mail about new data deliveries.

- 2.4 The Back Up Content will not be provided in encrypted form. DEAL Operating Entity understands that there may be occasional unanticipated delays with regard to the provision of data due to difficulties with conversion or other technical issues. In case of substantial data loss due to transmission errors or storage problems, DEAL Operating Entity shall notify Publisher.
- 2.5 In case DEAL Operating Entity enables access to the Back Up Content (if permitted under this Dark Archive Addendum), DEAL Operating Entity shall submit usage data to Publisher at reasonable intervals to be mutually agreed upon, but no less than once per calendar year. The usage data shall show full text downloads by title and/or by institution, in accordance with the COUNTER code of practice as available on Project COUNTER’s website at www.projectcounter.org.
- 2.6 Upon notice from Publisher, DEAL Operating Entity shall, within 10 business days (if the Back Up Content is used according to Section 1.1) or within 3 business days (if the Back Up Content is used according to Section 1.2), but in all events without undue delay, edit, amend or retract any part of the Back Up Content to which Publisher no longer retains the right to publish or which Publisher reasonably believes may give rise to a legal claim.

3. Security

- 3.1. DEAL Operating Entity will (i) use reasonable measures to protect the security of the Back Up Content in its possession or control, and (ii) at Publisher’s request, permit Publisher to review DEAL Operating Entity’s network vulnerability assessments, security audit report, security plan, maintenance and security patch process, and maintenance and patching records.
- 3.2. DEAL Operating Entity will immediately notify Publisher of any breach or suspected breach of security (including without limitation any unauthorized use, disclosure or acquisition of or access to the Back Up Content) pursuant to this Agreement (each a “security breach”) of which DEAL Operating Entity becomes aware. In the event of an actual or suspected security breach, or in the event of repeated or routine infringement of intellectual property rights in the Back Up Content as a result of storing the Back Up Content, Publisher may, by notice, effective immediately, suspend the right to store the Back Up Content until all security problems have been resolved to Publisher’s reasonable satisfaction.

4. Term and Termination

- 4.1 This Dark Archive Addendum shall be effective for the Term of the Back Up Content indicated above, unless terminated earlier as provided herein.
- 4.2 In case of a material breach of DEAL Operating Entity’s obligations under this Dark Archive Addendum, Publisher may, in its sole discretion, either (i) solely terminate this Dark Archive Addendum or (ii) terminate the Agreement, in each case according to Section 4 of the Publish and Read Agreement Terms and Conditions.
- 4.3 Upon termination of this Dark Archive Addendum, Section 4.6 c) of the Publish and Read Agreement Terms and Conditions shall apply accordingly with respect to the Back Up Content.

Reading Access Terms

1. Introduction

1.1 Reading Access to Publisher's Content

1.1.1 These Reading Access Terms are part of and incorporated into the Agreement by and between Publisher and DEAL Operating Entity and shall govern, together with the relevant Product Terms, the reading access to Content for the benefit of Member Institutions.

1.1.2 DEAL Operating Entity and Publisher agree that any Eligible Institution may become a Member Institution and receive access to the Content set forth in the relevant Product Terms, subject to a) agreeing to the Sign Up Letter in writing, b) Publisher's receipt of such signed Sign Up Letter – Reading Access Terms from DEAL Operating Entity, and c) Member Institution's provision of all necessary technical information required to enable access. Publisher reserves the right to verify the accuracy of the information provided for enabling the access to the Content.

1.1.3 DEAL Operating Entity and Publisher agree that Publisher shall, subject to the foregoing, enable access to Member Institution within 14 days after receipt of the Sign Up Letter - Reading Access Terms and the necessary technical information required to enable access. For clarity, if Publisher does not receive the necessary technical information required to enable access from Member Institution, Publisher has no obligation to perform its obligations under these Reading Access Terms.

1.2 Open Access Publishing

For clarity, Open Access publishing by Eligible Authors shall not be governed by these Reading Access Terms, but solely by the Product Terms entitled Fully Open Access Publishing and Hybrid Publishing of the Agreement. DEAL Operating Entity may, subject to (i) the agreement between DEAL Operating Entity and Member Institution, and (ii) the Agreement, subcontract, according to Section 3.4.6 of the Fully Open Access Publishing Product Terms and Section 3.4.6 of the Hybrid Publishing Product Terms, its obligations with respect to the confirmation of Affiliated Authors and confirmation that the Article Type indicated by Publisher conforms with the Article Type as defined in the Product Terms, to a Member Institution according to Section 3.4.3 of the Fully Open Access Publishing Product Terms and Section 3.4.3 of the Hybrid Publishing Product Terms.

1.3 Member Institution agrees and acknowledges that in the event of Publisher's breach of performance-related obligations, only DEAL Operating Entity, and not the Member Institutions, shall have the right to make contractual claims for damages in lieu of performance or for monetary claims related to the Fees (*"vertragliche Schadensersatzansprüche statt der Leistung und/oder Minderungsansprüche wegen leistungsbezogener Pflichtverletzungen"*), including but not limited to the following breaches of duty:

- reduction in the volume of Content;
- interruption of access to Content.

For clarity, and without limiting the foregoing, this Section 1.3 relates to breaches of performance-related obligations which could potentially affect all Member Institutions.

1.4 Early termination and cessation

1.4.1 Member Institution acknowledges that the Hybrid Publishing Product Terms, including these Reading Access Terms, may terminate early effective 1. July 2020 or 31. July 2020, as set forth in Section 8.4 of the Reading Access Terms and Section 4.2 of the Publish and Read Agreement Terms and Conditions.



- 1.4.2 Member Institution acknowledges that DEAL Operating Entity has the right to instruct Publisher to cease providing access to the Content provided under the Reading Access Terms to a Member Institution and its Authorized Users, if Member Institution fails to pay DEAL Operating Entity.
- 1.4.3 Member Institution acknowledges and agrees to the possibility of early termination under Section 1.4.1, and the right of DEAL Operating Entity to require cessation of access to the Content under Section 1.4.2, and agree that any claim resulting from such cessation of access or early termination may only be brought against DEAL Operating Entity pursuant to Member Institution's agreement with DEAL Operation Entity. Cessation of access by Publisher pursuant to a request by DEAL Operating Entity or an early termination in accordance with this Section 1.4 shall not be deemed a breach of Publisher's obligations under these Reading Access Terms. For clarity, Member Institution may not assert any claim against Publisher, under any legal theory, as a result of such cessation or early termination.
- 1.5 Certain Content made available to Member Institution 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. Definitions

- 2.1 "**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.
- 2.2 "**Agreement**" means the Publish and Read Agreement entered into between DEAL Operating Entity and Publisher and available at <https://doi.org/10.17617/2.3174351>.
- 2.3 "**Access Only**" means that Member Institution's access to the specified Content is limited to the Term only.
- 2.4 "**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 these Reading Access Terms.
- 2.5 "**Authorized Users**" means Member Institution's full- and part-time faculty members, students, staff, researchers, visiting scholars, registered library users in case the Member Institution is a public library (provided that such users are residents of the federal state in which the Member Institution is located), contractors (provided that use by a contractor of Member Institution is authorized solely to the extent it is for the benefit of Member Institution, and not for the benefit of the contractor or any third party), and authorized walk-in users.
- 2.6 "**Commencement Date**" means the date identified in the Product Terms, from which Publisher will commence providing the Publishing Services and/or grant access to the Content identified in such Product Terms.
- 2.7 "**Content**" means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to a Member Institution under these Reading Access Terms.
- 2.8 "**Continuing Access**" means Member Institution's continuing access to the Content after the Term, which is unlimited in time, but subject always to all provisions of these Reading Access Terms, excluding, however, the obligation to pay additional fees.
- 2.9 "**Eligible Institution**" means a) an institution of any of the following types:



- (1) publicly or privately funded higher education and research institutions located in Germany;
- (2) the German National Library, all German regional and state libraries, as well as German central subject libraries;
- (3) research libraries and specialized academic libraries with primarily public funding located in Germany;
- (4) research institutes primarily funded by the federal or state governments, including academic institutions located abroad but funded by public bodies or primarily publicly funded bodies located in Germany, such as the institutes of the Max Weber Stiftung or the Goethe Institutes;
- (5) other institutions as agreed by the Parties; these are at the date of signature Max Planck Florida Institute for Neuroscience, Max Planck Institute Luxembourg for International, European and Regulatory Procedural Law, European Molecular Biology Laboratory, and DEAL Operating Entity itself

and which b) DEAL Operating Entity and Publisher have agreed in writing to include in the list of “Eligible Institution” in Attachment 1 of the Agreement Details. The Parties may amend the list of “Eligible Institutions” from time to time, if a new institution fulfils the requirements set forth in a) above.

For the avoidance doubt: Clinics and hospitals are regarded as Eligible Institutions only if they are dedicated research hospitals belonging to a university or scientific research institution.

- 2.10 “**DEAL Operating Entity**” means the party identified as “DEAL Operating Entity” in Attachment 1 of the Agreement Details of the Agreement.
- 2.11 “**Member Institution**” means an Eligible Institution which has signed the Sign Up Letter, or an Eligible Institution which is an Affiliated Institution pursuant to the applicable Sign Up Letter.
- 2.12 “**Publisher**” means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.
- 2.13 “**Platforms**” means Publisher’s websites and other content delivery systems used by Member Institution and Authorized Users to access Publisher’s content pursuant to these Reading Access Terms, and/or Publisher’s systems used to provide the Publishing Services, and Publisher’s websites used to make available articles published under an Open Access License to the general public.
- 2.14 “**Product**” means the specific category of Content or Publishing Services identified in individual Product Terms.
- 2.15 “**Product Terms**” mean the terms and conditions applicable to specific categories of Content or Publishing Services.
- 2.16 “**Sign Up Letter**” means the collection of documents signed by an Eligible Institution pursuant to which Eligible Institution agrees to the participation agreement between Eligible Institution and DEAL Operating Entity, and to the Reading Access Terms between the Eligible Institution (and other Eligible Institutions included as Affiliated Institutions) and Publisher (“Sign Up Letter – Reading Access Terms”).
- 2.17 “**Term**” means the effective period of these Reading Access Terms for an individual Product, as set forth in the Product Terms, including any renewal term.



3. Access to Content

3.1 Access to Content under Product Terms Hybrid Publishing, Part B Access to Content (Continuing Access Journals) and DDP

- 3.1.1 Member Institution and its Authorized Users may receive access to the Content set forth in the Product Terms Hybrid Publishing, Part B Access to Content, (Continuing Access Journals), subject to acceptance of the Reading Access Terms, in accordance with Section 1 thereof.
- 3.1.2 With respect to the rights granted under Section 4.4.3 of the Product Terms Hybrid Publishing, Part B Access to Content, the Term shall begin on 1. January 2020 ("Commencement Date"), and end on 31. December 2022, however any obligations of Publisher to provide access to the Content shall begin only on the date on which Publisher enables access for Member Institution subject to Section 1 of the Reading Access Terms. If the DEAL Operating Entity exercises its option to renew the Term as set in the Agreement Details, the expiration date of the Product Terms Hybrid Publishing shall be extended by one year.
- 3.1.3 Continuing Access Journals: During the Term, Member Institution shall have access to the Continuing Access Journals first published during the Term. After the Term, Member Institution shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of these Reading Access Terms.
- 3.1.4 If a Member Institution orders the print versions of its Continuing Access Journals from Publisher (whether directly or through an intermediary) in addition to the electronic access provided under these Reading Access Terms, then Member Institution is charged either directly or through the intermediary and entitled to a discount of 75% off the list price of the print version, if a print version is available at Publisher, excluding postage and handling fee ("Deep Discounted Print" or "DDP"). Member Institution's (or Member Institution's intermediary's) order must state that Institution is ordering the print versions of the Continuing Access Journals under the DDP to obtain such discount. This Section only applies to the Continuing Access Journals first published during the Term.

3.2 Access to Content under Product Terms DEAL Journal Archives

- 3.2.1 Any Member Institution and its Authorized Users may receive access to the Content set forth in the Product Terms DEAL Journal Archives, subject to acceptance of the Reading Access Terms, in accordance with Section 1 thereof.
- 3.2.2 The Term shall begin on the date on which Publisher enables access for Member Institution, subject to the foregoing section (the "Commencement Date") and shall continue subject to all terms and conditions of these Reading Access Terms. For the avoidance of doubt, the earliest Commencement Date shall be 1. January 2020.

4. Grant and Scope of License

- 4.1 Subject to Member Institution's acceptance and compliance with the Reading Access Terms, and subject to the terms of the Agreement and the applicable Product Terms, Publisher hereby grants Member Institution a non-exclusive, revocable and non-transferrable license to:
- 4.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in these Reading Access Terms with the type of access as indicated in Section 3 above;
- 4.1.2 incorporate links on Member Institution's intranet websites to the Content in full text format on the Platforms;

- 4.1.3 transmit to a library pursuant to section 2 of the Leihverkehrsordnung (LVO) single articles only for personal educational, scientific, or research purposes (“Interlibrary Loans”). Such transmission shall be reviewed and fulfilled by Member Institution’s staff, and shall be made by hand, post, fax or through any secure document transmission software, 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.
- 4.2 Authorized Users may solely for their personal educational, scientific, or research purposes:
- 4.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content. For clarity, the number of Authorized Users who may simultaneously access the Content is unlimited.
- 4.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, individual database outputs, graphs, reports, or other individual items of the Content,
- 4.2.3 use single articles, 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.
- 4.3 If a Member Institution desires to permit its Authorized Users text and data mining for non-commercial purposes on the Content, Publisher agrees to enter in an addendum to these Reading Access Terms, based on the then current text and datamining terms of Publisher.

5. Prohibited Uses

- 5.1 Neither Member Institution nor Authorized Users shall:
- 5.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,
- 5.1.2 except as permitted by applicable law or these Reading Access Terms, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,
- 5.1.3 except as permitted by Section 4 or by applicable law or these Reading Access Terms, 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,
- 5.1.4 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 Reading Access Terms,
- 5.1.5 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
- 5.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

6. Rights and Obligations of Publisher



- 6.1 Publisher may control access to the Content through Internet Protocol ("IP") authentication, Shibboleth or another identification method mutually agreed between Publisher, DEAL Operating Entity and the Member Institution.
- 6.2 Publisher reserves the right to monitor, investigate and analyze all available data including logfiles to detect misuse of the Content.
- 6.3 Publisher shall collect data on usage of the Content and process these according to the COUNTER Code of Practice according to the then current COUNTER certification for the Content, and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by Member Institution through a secure website, provided that Publisher shall not be required to disclose any information to Member Institution which it is prohibited from disclosing to Member Institution 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.
- 6.4 Publisher 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.
- 6.5 Publisher and its suppliers retain all right, title, and interest in and to the Content, except as expressly set forth in these Reading Access Terms. Nothing in these Reading Access Terms shall grant Member Institution 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.
- 6.6 Publisher shall use commercially reasonable efforts to provide online access to the Content through the Platforms, subject to temporary unavailability due to (a) unexpected technical issues outside of Publisher's control, and (b) server and software maintenance; and to restore access to the Content as promptly as possible in the event of an interruption or suspension of access to the Platforms. In the event that Publisher ceases to provide access to Continuing Access and/or Archive Content as a standard offering through the Platforms, Publisher may provide such Content to Member Institution on physical media, or through other means, which may include, without limitation, access through the digital preservation services referred to in Section 6.7 below, to the extent Publisher's rights to the Content permit.
- 6.7 Publisher cooperates with a number of digital preservation services (e.g. CLOCKSS and Portico) for the preservation of certain online products of Publisher. In the case of a triggering event set forth in Publisher's agreements with the digital preservation services, Member Institution may be entitled to access the Content pursuant to such agreements. It is in Publisher's sole discretion to enter into or to continue such agreements.
- 6.8 Publisher shall promptly inform the DEAL Operating Entity and Member Institutions of any breaches in security in Publisher's network or its accounts which may result in material Content integrity issues or material harm to Member Institutions' computer systems.



7. Obligations of Member Institution

- 7.1 Member Institution shall at all times implement (a) reasonable measures to restrict access and use of the Content to Authorized Users as permitted under these Reading Access Terms, (b) reasonable measures to maintain the security and integrity of the Content accessible on or through Member Institution's network, and (c) reasonable measures aimed at ensuring that all Authorized Users are notified of and comply with the usage restrictions set forth in these Reading Access Terms. Member Institution shall undertake all technically possible and reasonable measures to terminate access for any individual who ceases to be an Authorized User for any reason. In the event that Publisher's performance of its obligations under these Reading Access Terms or the Agreement requires that Publisher receive or otherwise process any personal data of Authorized Users, then Member Institution shall if legally possible, provide such data to Publisher in compliance with the statutory provisions for such data processing.
- 7.2 Member Institution shall promptly inform Publisher of any breaches in security in Member Institution's network or its accounts which may result in unauthorized access to the Content.
- 7.3 If Member Institution becomes aware of any unauthorized use of the Content by an Authorized User or third party, Member Institution shall immediately inform Publisher and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorized User accessing or using the Content in violation of these Reading Access Terms.
- 7.4 Member Institution will not be liable for unauthorized use of the Content by any Authorized User provided that (i) the unauthorized use did not result from the Member Institution's own negligence or willful misconduct, (ii) Member Institution fulfils its obligations under Section 7 and (iii) Member Institution did not cause and/or permit, knowingly assist or condone the continuation of such unauthorized use after becoming aware of an actual breach having occurred.

8. Termination of Access

- 8.1 Either Publisher or a Member Institution may terminate the Reading Access Terms immediately upon notice to the other party if the other party materially breaches the Reading Access Terms and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail. In the case of such termination with respect to an individual Member Institution, the Agreement and the respective Reading Access Terms of all other Member Institutions shall remain in effect, and such termination shall not affect DEAL Operating Entity's obligation to pay the Fees. In case of a termination under this Section, Publisher will notify DEAL Operating Institution of such termination.
- 8.2 Either Publisher or Member Institution may terminate the Reading Access Terms of the respective Member Institution immediately upon 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.

Publisher undertakes to exercise its termination rights under this Section 8.2 against a Member Institution at DEAL Operating Entity's request no later than one week after Publisher's receipt of written notice from DEAL Operating Entity requesting such termination, if the above requirements for such



termination are met. In the case of a termination under this Section, Publisher will notify DEAL Operating Entity of such termination.

8.3 In the event DEAL Operating Entity fails to pay the Fees provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Publisher, Publisher 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 Reading Access Terms, either in its entirety, or solely with respect to the Content licensed under such Product Terms.

8.4 Early Termination

8.4.1 In the event DEAL Operating Entity fails to notify Publisher no later than 1. July 2020 that the PAR Fee Fund Balance as per Section 2 of the Agreement Details may be invoiced, the Hybrid Publishing and Full Open Access Journal Publishing Product Terms will terminate automatically effective 1. July 2020, 23:59 CEST.

In the event DEAL Operating Entity notifies Publisher no later than 1. July 2020 that the PAR Fee Fund Balance may be invoiced, but fails to pay the full PAR Fee Fund for the year 2020 no later than 31. July 2020, the Hybrid Publishing and Full Open Access Journal Publishing Product Terms will terminate automatically effective 31. July 2020, 23:59 CEST.

8.4.2 For clarity, the termination of the Hybrid Publishing Product Terms includes the termination of Part A, Hybrid Publishing and Part B, Access to Content, and the Reading Access Terms for all Member Institutions.

8.4.3 In the event of such termination under Section 4.2 of the Publish and Read Agreement Terms and Conditions, Member Institutions shall a) retain Continuing Access Rights to Content published between 1. January and 30. June 2020, and b) receive access to the Content between 1. July 2020 and 31. July 2020 on an Access Only basis.

8.4.4 For clarity, termination under Section 4.2 of the Publish and Read Agreement Terms and Conditions shall not a) affect rights and obligations of the Parties prior to the effective date of termination, and b) the DEAL Journal Archive Product Terms and the Dark Archive Product Terms, which shall remain in effect.

8.5 Publisher may suspend the provision of the Content to a Member Institution with immediate effect on notice if Publisher has reasonable grounds to believe that Content is being used materially in a manner contrary to these Reading Access Terms by such Member Institution.

8.6 In the event the Agreement expires or terminates, these Reading Access Terms shall terminate on the effective date of expiration or termination of the Agreement.

8.7 In the event of termination or expiration of these Reading Access Terms for any reason or the cessation of access under Section 1.4 above, (a) the license grant shall terminate with regard to the Content, (b) respective Member Institution shall discontinue accessing the Content via the Platforms, (c) respective Member Institution shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control, and (d) use reasonable efforts to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums. However, the foregoing sentence of this Section does not apply in the case of expiration of a Product with Continuing Access specified in the applicable Product Terms ("Continuing Access Content"), or to Archive Content or Continuing Access Content except in the case of termination of rights under Section 8.1, 8.2 or 8.3 above or under Section 4.1, 4.3, or 4.4 of the Publish and Read Agreement Terms and Conditions, or suspension of access under Section 1.4.2 above.



9. Representations, Warranties, Limitations of Liability

- 9.1 Publisher represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Member Institution in accordance with the Reading Access Terms shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.
- 9.2 Publisher shall not be liable for any damages caused by (a) use of the Content by Member Institution or any Authorized User other than as expressly permitted under the Reading Access Terms; (b) any failure or malfunction resulting wholly or to any material extent from Member Institution's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Publisher; (c) failure by Member Institution to implement recommendations previously advised by Publisher in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Publisher, its Affiliates or its agents.
- 9.3 Publisher shall defend, indemnify, and hold harmless Member Institution and its Affiliates, successors and assigns ("Indemnified Parties") 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 Publisher, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Indemnified Parties which arise out of a violation of its representations and warranties set forth herein, subject to the conditions that Indemnified Party concerned (a) notifies Publisher immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Publisher with all reasonably requested information and assistance, and (d) permit Publisher to have sole conduct of the defense and/or settlement of such claim with counsel of Publisher's choice at its expense. This Section 9.3 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PUBLISHER PROVIDES THE CONTENT "AS IS" AND DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR OUT OF THE PROVIDED CONTENT, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THESE READING ACCESS TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S AND INDEMNIFIED PARTIES' LIABILITY FOR ANY AND ALL CLAIMS UNDER THESE READING ACCESS TERMS IS LIMITED TO (A) THE FEES ACTUALLY PAID OR OWED BY THE RESPECTIVE MEMBER INSTITUTION TO DEAL OPERATING ENTITY IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM; OR (B) IN CASE A MEMBER INSTITUTION HAS SIGNED THE SIGN UP LETTER ON BEHALF OF ONE OR MORE AFFILIATED INSTITUTIONS, THE FEES PAID TO PUBLISHER BY THE AFFILIATED INSTITUTION OR THE MEMBER INSTITUTION (AS APPLICABLE) FOR JOURNAL LICENSE AGREEMENTS IN THE YEAR 2019 FOR JOURNAL TITLES IDENTIFIED AS CONTINUING ACCESS JOURNALS IN THE DEAL JOURNAL LIST, BUT IN NO EVENT AN AMOUNT EXCEEDING THE FEES ACTUALLY PAID OR OWED BY THE MEMBER INSTITUTION FOR ITSELF AND ON BEHALF OF ITS AFFILIATED INSTITUTIONS TO DEAL OPERATING ENTITY IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE FOREGOING HOWEVER SHALL NOT LIMIT ANY CLAIMS OF PUBLISHER RELATING TO AN INFRINGEMENT OF PUBLISHER'S INTELLECTUAL PROPERTY RIGHTS. IN THE CASE OF A CLAIM OF AN INDEMNIFIED PARTY AGAINST PUBLISHER, DEAL OPERATING ENTITY WILL DISCLOSE THE FEES ACTUALLY PAID OR OWED TO DEAL OPERATING ENTITY IN THE 12-MONTH PERIOD IMMEDIATELY



PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE OR IN CASE OF INJURIES TO LIFE, BODY OR HEALTH. FURTHER, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY FOR LOSSES CAUSED BY THE BREACH OF A PARTY'S PRIMARY OBLIGATIONS ("KARDINALPFLICHTEN"). KARDINALPFLICHTEN SHALL BE DEFINED AS INTERPRETED UNDER GERMAN LAW, AND ARE THE BASIC DUTIES, WHICH FORM THE ESSENCE OF THE AGREEMENT, WHICH WERE DECISIVE FOR THE CONCLUSION OF THE AGREEMENT AND ON THE PERFORMANCE OF WHICH THE OTHER PARTY MAY RELY.

10. General

- 10.1 Publisher may assign its rights or delegate its obligations, or any part thereof under the Reading Access Terms, or use subcontractors, without the prior consent of Member Institution. Publisher will require any such party comply with Publisher's obligations under the Reading Access Terms. Member Institution may not assign its rights or delegate its obligations or any part thereof under the Reading Access Terms without the prior consent of Publisher, which shall not unreasonably be withheld. Any attempt by Member Institution to assign or delegate any rights or obligations set forth in the Reading Access Terms without Publisher's prior consent shall be null and void. Publisher's refusal to consent in the case of the transfer of the business operations of the Member Institution to another legal entity shall not be deemed unreasonable.
- 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 Reading Access Terms as a result of circumstances 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, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Reading Access Terms or a basis for liability.
- 10.3 If any covenant or other provision of the Reading Access Terms is invalid, illegal or unenforceable ("Noncompliant Provision"), by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect. The Noncompliant Provision shall be deemed to be substituted by, and the Parties shall be deemed to have agreed upon, a suitable and equitable provision which, to the extent legally permissible, comes closest to the purpose of the invalid or unenforceable provision or to the presumed intent of the Parties if they had considered the matter.
- 10.4 Entire Agreement; Modification: The Reading Access Terms cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by Member Institution and Publisher, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights under the Reading Access Terms is not deemed a modification or a waiver by such party of any of its rights hereunder.
- 10.5 In case of a conflict or ambiguity between the Reading Access Terms, and the Product Terms, the Product Terms shall prevail. In the event the Reading Access Terms are translated into a language other than English, the English-language version of the Reading Access Terms shall prevail in the event of any conflict between the English-language version and the translated version.
- 10.6 The Reading Access Terms and the rights and obligations of Member Institution and Publisher hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.



- 10.7 Member Institution and Publisher intend to mutually discuss and resolve all issues arising out of the Reading Access Terms in good faith, however, for the avoidance of doubt, this shall not be deemed to limit or modify Section 10.8 below.
- 10.8 Member Institution and Publisher acknowledge and agree that any controversies and disputes arising out of the Reading Access Terms shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.
- 10.9 All notices given pursuant to the Reading Access Terms shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Publisher shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany. Notice to DEAL Operating Entity shall be to the address set forth in the Agreement Details, notice to the Member Institution shall be to the address provided in the Sign Up Letter.
- 10.10 The Reading Access Terms are solely for Publisher's, DEAL Operating Entity's and Member Institution's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under these Reading Access Terms.



The Publish and Read Agreement Terms and Conditions

1. Obligations of Publisher

- 1.1. Publisher will provide the Publishing Services as set forth in this Agreement and comply with its obligations as otherwise set forth in this Agreement.
- 1.2. Publisher agrees to provide access to the Content licensed under this Agreement to Member Institutions, pursuant to this Agreement, including the Reading Access Terms and the Publish and Read Agreement Terms and Conditions. DEAL Operating Entity has the right to instruct Publisher to cease providing access to the Content provided under the Reading Access Terms to a Member Institution and its Authorized Users, if Member Institution fails to pay DEAL Operating Entity. Publisher shall undertake all reasonable and technically feasible measures to effectuate cessation of access to the Content for Member Institution within one week after receipt of written notification by DEAL Operating Entity. For clarity, cessation of access by Publisher shall not be deemed a breach of Publisher's obligations under this Agreement, if Publisher ceases to provide access to the Content to one or more Member Institutions pursuant to a request by DEAL Operating Entity to do so according to Section 1.4.2 of the Reading Access Terms.
- 1.3. Publisher undertakes to exercise its termination rights under Section 8.2 of the Reading Access Terms against a Member Institution at DEAL Operating Entity's request no later than one week after Publisher's receipt of written notice from DEAL Operating Entity requesting such termination, if the above requirements for such termination are met. In the case of such termination, Publisher will notify DEAL Operating Institution.

2. Obligations of DEAL Operating Entity

- 2.1 DEAL Operating Entity will comply with its obligations as set forth in this Agreement.
- 2.2 DEAL Operating Entity will be responsible for the signing process described in Section 1.1 of the Reading Access Terms (distribute Sign Up Letter – Reading Access Terms to Member Institutions, return correctly completed and signed Sign Up Letter – Reading Access Terms to Publisher).
- 2.3 DEAL Operating Entity will request that the Eligible Institution provide, for itself, and if applicable, any Affiliated Institution(s), the OA Contact information and the Data Element "email domain(s)". In addition, DEAL Operating Entity will include the DEAL ID for each Eligible Institution in the Sign Up Letter – Reading Access Terms, and the address information of Affiliated Institutions, if applicable. For clarity, a) DEAL Operating Entity is not required to provide updates regarding the Data Element "email domain(s)", address information of Affiliated Institutions and the "OA Contact" to Publisher, and b) Publisher will maintain the Data Element "email domain(s)", address information of Affiliated Institutions and the "OA Contact" in its systems according to this Agreement, and c) Publisher will interact with Member Institutions related to Data Element "email domain(s)", address information of Affiliated Institutions and the "OA Contact". However, DEAL Operating Entity shall inform the Eligible Institutions in the Sign-Up Letter to provide such updates directly to Publisher.

3. Fees

- 3.1 DEAL Operating Entity shall pay the fees set forth in the Agreement (the "**Fees**"). Delayed payments shall be subject to interest charges at the interest rate of 9% above the set European Central Bank Interest Rate for Main Refinancing Operations. DEAL Operating Entity has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 3.1, and will then only be obliged to pay the actual damage.



- 3.2 All amounts payable by DEAL Operating Entity shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments. Collection and/or, remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.

If, based on applicable law, any sales, value added or other similar taxes are or become chargeable, DEAL Operating Entity will reimburse Publisher by means of paying an amount equal to the amount of such taxes in addition to and at the same time as paying the principal amounts. Publisher shall provide to DEAL Operating Entity an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, DEAL Operating Entity shall remit these to the competent tax authority and shall provide Publisher with appropriate evidence of the remittance.

- 3.3 The Fees, or any portion thereof, may be invoiced by a Publisher Affiliate, or by an agent designated by Publisher. Any invoicing party must be a German-based legal entity unless DEAL Operating Entity has given its prior written consent before such invoicing occurs. Payment will be deemed made when received (i) by Publisher, (ii) a Publisher Affiliate, (iii) an agent designated by Publisher, or, (iv) with Publisher's prior written consent, an agent designated by DEAL Operating Entity.
- 3.4 For the avoidance of doubt: Invoicing of Eligible Institutions and respective tax implications are the sole responsibility of DEAL Operating Entity.

4. Term and Termination

- 4.1 Either Publisher or DEAL Operating Entity may terminate the Agreement immediately upon notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.

4.2 Early Termination

- 4.2.1 In the event DEAL Operating Entity fails to notify Publisher no later than 1. July 2020 that the PAR Fee Fund Balance as per Section 2 of the Agreement Details may be invoiced, the Hybrid Publishing and Full Open Access Journal Publishing Product Terms will terminate automatically effective 1. July 2020, 23:59 CEST.

In the event DEAL Operating Entity notifies Publisher no later than 1. July 2020 that the PAR Fee Fund Balance as per Section 2 of the Agreement Details may be invoiced, but fails to pay the full PAR Fee Fund for the year 2020 no later than 31. July 2020 (for clarity, the full PAR Fee Fund for the year 2020 must be received in Publisher's bank account by 31. July 2020), the Hybrid Publishing and Full Open Access Journal Publishing Product Terms will terminate automatically effective 31. July 2020, 23:59 CEST.

- 4.2.2 For clarity, the termination of the Hybrid Publishing Product Terms includes the termination of Part A – Hybrid Publishing, Part B – Access to Content, and the Reading Access Terms for all Member Institutions.

- 4.2.3 In the event of such termination under Section 4.2, Member Institutions shall a) retain Continuing Access Rights to Content published between 1. January and 30. June 2020, and b) receive access to the Content between 1. July 2020 and 31. July 2020 on an Access Only basis.

For clarity, termination under this Section 4.2 shall not affect a) rights and obligations of the Parties prior to the effective date of termination with the exception of the entitlement to payment of the remainder of the Fees (excluding amounts previously paid) as described under



Agreement Details, section 2 (7.) and b) the DEAL Journal Archive Product Terms and the Dark Archive Product Terms, which shall remain in effect.

- 4.2.4 DEAL Operating Entity agrees to support Publisher in communications with Eligible Institutions to establish direct contractual arrangements with Eligible Institutions in the event of a termination under this Section 4.2 for a renewal of subscriptions to the Continuing Access Journals for the remainder of the year 2020.
- 4.3 Either Publisher or DEAL Operating Entity may terminate the Agreement immediately upon 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.
- 4.4 In the event DEAL Operating Entity fails to pay the Fees provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Publisher, Publisher may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms and/or suspend the Publishing Services, or (b) terminate the Agreement pursuant to Section 4.1, either in its entirety, or solely with respect to the Content licensed and/or the Publishing Services offered under such Product Terms.
- 4.5 Publisher may suspend the provision of the Content to a Member Institution with immediate effect on notice if Publisher has reasonable grounds to believe that Content is materially being used in a manner contrary to the terms of this Agreement, without prejudice to any other rights Publisher may have at law or in equity.
- 4.6 In the event of termination or expiration of the Agreement for any reason, the Reading Access Terms for all Member Institutions shall terminate, and (a) the license grant shall terminate with regard to the Content, (b) Member Institution shall discontinue accessing the Content via the Platforms, (c) Member Institution shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control, (d) use reasonable efforts to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums, and (f) Publisher will stop providing the Publishing Services. However, the foregoing sentence of this Section does not apply in the case of expiration of a Product with Continuing Access specified in the applicable Product Terms ("Continuing Access Content"), or to Archive Content or Continuing Access Content except in the case of termination of rights under Section 4.1, 4.3, or 4.4 above or under Section 8.1, 8.2 or 8.3 of the Reading Access Terms, or suspension under Section 1.2 above.
- 4.7 All indemnification and payment obligations and obligations of DEAL Operating Entity to confirm the status of an author as Affiliated Author and that the Article Type indicated by Publisher conforms with the Article Type as defined in the Product Terms, in the Agreement up to the termination date shall survive such termination or expiration. For the avoidance of doubt, an expiration or termination of this Agreement shall not limit DEAL Operating Entity's obligation to pay any APC or PAR Fees for any article published pursuant to this Agreement before termination or expiration occurred. For clarity, the release of DEAL Operating Entity from its obligation to the payment described under Agreement Details, section 2 (7.) shall also survive termination or expiration of the Agreement.



5. Disclosure of Agreement

It is Publisher's position that the terms of this Agreement are proprietary, however the Parties have agreed in this case that the Agreement is placed under a Creative Commons CC-BY-ND 4.0 license and may be made public under this license.

6. Representations, Warranties

- 6.1 For clarity, DEAL Operating Entity shall not be liable for any breach of a Member Institution's obligations under the Reading Access Terms, provided that such breach of a Member Institution's obligations did not result from DEAL Operating Entity's own negligence or willful misconduct.
- 6.2 DEAL Operating Entity represents and warrants that it has the requisite authority to enter into this Agreement. For clarity, DEAL Operating Entity is not acting on behalf of the Eligible Institutions. Eligible Institutions may become a third party beneficiary to this Agreement according to the process described in the Reading Access Terms, and receive access to the Content according to the Reading Access Terms.
- 6.3 Publisher represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Member Institution in accordance with the Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.
- 6.4 Publisher shall not be liable for any damages caused by (a) use of the Content by Member Institution or any Authorized User other than as expressly permitted under the Agreement; (b) any failure or malfunction resulting wholly or to any material extent from Member Institution's and/or Authorized User's willful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Publisher; (c) failure by DEAL Operating Entity or Member Institution to implement recommendations previously advised by Publisher in respect of, or solutions for, faults in the Content or the Platforms; or (d) the decompilation or modification of the Content or its merger with any other program by any person other than Publisher, its Affiliates or its agents.
- 6.5 Publisher shall defend, indemnify, and hold harmless DEAL Operating Entity and its Affiliates, successors and assigns ("Indemnified Parties") 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 Publisher, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Indemnified Parties which arise out of a violation of its representations and warranties set forth herein, subject to the conditions that Indemnified Party concerned (a) notifies Publisher immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Publisher with all reasonably requested information and assistance, and (d) permit Publisher to have sole conduct of the defense and/or settlement of such claim with counsel of Publisher's choice at its expense. This Section 6.5 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PUBLISHER PROVIDES THE CONTENT AND THE PUBLISHING SERVICES "AS IS" AND DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE CONTENT AND/OR THE PUBLISHING SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR OUT OF THE PROVIDED CONTENT, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S AND INDEMNIFIED PARTIES' LIABILITY FOR ANY AND ALL CLAIMS



UNDER THIS AGREEMENT IS LIMITED TO THE FEES ACTUALLY PAID OR OWED BY THE DEAL OPERATING ENTITY IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE FOREGOING HOWEVER SHALL NOT LIMIT ANY CLAIMS OF PUBLISHER RELATING TO AN INFRINGEMENT OF PUBLISHER'S INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE OR IN CASE OF INJURIES TO LIFE, BODY OR HEALTH. FURTHER, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY FOR LOSSES CAUSED BY THE BREACH OF A PARTY'S PRIMARY OBLIGATIONS ("KARDINALPFLICHTEN"). KARDINALPFLICHTEN SHALL BE DEFINED AS INTERPRETED UNDER GERMAN LAW, AND ARE THE BASIC DUTIES, WHICH FORM THE ESSENCE OF THE AGREEMENT, WHICH WERE DECISIVE FOR THE CONCLUSION OF THE AGREEMENT AND ON THE PERFORMANCE OF WHICH THE OTHER PARTY MAY RELY.

7. General

- 7.1 Publisher may assign its rights or delegate its obligations, or any part thereof under the Agreement, or use subcontractors, without the prior consent of DEAL Operating Entity. Publisher will require any such party comply with Publisher's obligations under this Agreement. DEAL Operating Entity may not assign its rights or delegate its obligations or any part thereof under the Agreement without the prior consent of Publisher, which shall not unreasonably be withheld. Any attempt by DEAL Operating Entity to assign or delegate any rights or obligations set forth in the Agreement without Publisher's prior consent shall be null and void. Publisher's refusal to consent in the case of the transfer of the business operations of DEAL Operating Entity to another legal entity shall not be deemed unreasonable.
- 7.2 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 Agreement as a result of circumstances 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, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Agreement or a basis for liability.
- 7.3 If any covenant or other provision of the Agreement is invalid, illegal or unenforceable ("Noncompliant Provision"), by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect. The Noncompliant Provision shall then be deemed to be substituted by, and the Parties shall be deemed to have agreed upon, a suitable and equitable provision which, to the extent legally permissible, comes closest to the purpose of the invalid or unenforceable provision or to the presumed intent of the Parties if they had considered the matter.
- 7.4 Entire Agreement; Modification: This Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the Parties concerning the subject matter hereof. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both Parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights under this Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.
- 7.5 In case of a conflict or ambiguity between these Publish and Read Agreement Terms and Conditions, and the Product Terms, the Product Terms shall prevail. In the event this Agreement is translated into a language other than English, the English-language version of this Agreement shall prevail in the event of any conflict between the English-language version and the translated version.



- 7.6 The Agreement and the rights and obligations of the Parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.
- 7.7 Parties intend to mutually discuss and resolve all issues arising out of the Agreement in good faith, however, for the avoidance of doubt, this shall not be deemed to limit or modify Section 7.8 below.
- 7.8 Parties acknowledge and agree that any controversies and disputes arising out of the Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.
- 7.9 All notices given pursuant to the Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Publisher shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz 3, 14197 Berlin, Germany. Notice to DEAL Operating Entity shall be to the address set forth in the Agreement Details.

For operational purposes the Parties will name contacts. Each Party will name one person responsible for naming such contacts and their role and being operational contact person in case of doubt. The Parties agree to name these responsible persons immediately after signing the contract.

- 7.10 This Agreement is solely for Publisher's, DEAL Operating Entity's and (to the extent set forth in the Reading Access Terms) Member Institutions' benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this Agreement.



Attachment 1

DEAL Operating Entity and Eligible Institution Information

DEAL Operating Entity Information:

MPDL Services GmbH
c/o Max-Planck-Gesellschaft
Hofgartenstraße 8
80539 München
Registered at AG München under HRB 244423.
VAT-Number: DE322009741

Eligible Institution Information:

The Parties have agreed to sign the List of Eligible Institutions in a separate document, which will reference this Agreement. Any changes to the List of Eligible Institutions shall be mutually agreed between the Parties, and after such mutual agreement has been reached, Publisher will confirm such agreed changes to DEAL Operating Entity by email. For clarity, any obligations of Publisher with respect to newly added Eligible Institutions shall only come into effect 5 business days after such confirmation. For the avoidance of doubt, the notice requirements set forth in Section 7.4 of the Publish and Read Agreement Terms and Conditions shall not apply to such confirmation.

For the avoidance of doubt, the Eligible Institution Information provided shall not limit any obligation of DEAL Operating Entity to provide the Data Elements otherwise required under this Agreement for identification of Eligible Authors to Publisher.

For clarity, Publisher has the right to use and make available the list of Eligible Institutions, and any subsequent updates, on Publishers platforms to serve and inform authors and to facilitate the Publishing Services.



Attachment 2:

Sign Up Letter – Reading Access Terms

MPDL Services GmbH, c/o Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Hofgartenstraße 8, D-80539 München, Germany (“DEAL Operating Entity”) has entered into a Publish and Read Agreement („Agreement“) with Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg (“Publisher“) dated [include date]. The full Agreement can be accessed via <https://doi.org/10.17617/2.3174351>.

The definitions of the Agreement shall apply to this Sign-Up Letter in addition to any further definitions herein.

Name of Eligible Institution:

Address of Eligible Institution:

(the “Eligible Institution”)

and its affiliated institutions (“Affiliated Institutions”) as set out in the attached "Liste der verbundenen Einrichtungen" (if applicable), desire to receive access to the Content as set forth in the Reading Access Terms of the Agreement attached to this Sign Up Letter, in order to become a Member Institution under the terms of the Agreement.

Therefore, the undersigned Eligible Institution, for itself and in the name of its Affiliated Institutions, declares and acknowledges the following:

1. The undersigned Eligible Institution for itself and on behalf of each of its Affiliated Institutions fulfills the requirements of an Eligible Institution as set out in the Agreement.
2. The undersigned Eligible Institution has read and hereby agrees to the attached Reading Access Terms.
3. The undersigned Eligible Institution agrees to provide all information required under the Agreement with respect to itself and its Affiliated Institutions (if applicable).

By its signature, Eligible Institution represents and warrants that (a) it has the requisite authority to agree to the provisions set forth in this Sign Up Letter and (b) if acting on behalf of one or more Affiliated Institutions (i) it is fully and unconditionally authorized so to act and to bind such Affiliated Institution(s) to the provisions set forth in the Reading Access Terms, and (ii) it has provided a copy of the Reading Access Terms to Affiliated Institution(s).

AGREED AND ACCEPTED

Authorized Signature for Eligible Institution

Name

Title

Date

Attachment 3
DEAL Journal List

The DEAL Journal List is subject to change by Publisher. Publisher will provide DEAL Operating Entity with quarterly updates to the DEAL Journal List. The Parties agree that DEAL Operating Entity shall make available the DEAL Journal list, and any subsequent updates, without undue delay on the website <https://keeper.mpdl.mpg.de/f/a6dc1e1ed4fc4becb194/?dl=1>.

The DEAL Journal List includes, among others the following data fields (“Attributes”)

1. Related to the Product Term “Fully Open Access Publishing”
 - a. The Open Access Journals as described in the Product Term “Fully Open Access Publishing” (for clarity, fully sponsored journals, where the society pays all APC’s for publishing, are not part of, and not listed in the Open Access Journal list).
 - b. Publisher’s standard list price APC for all Open Access Journals for the applicable calendar year.
 - c. The respective valid-from-dates in case of APC list price changes.
 - d. Indication for which Open Access Journal the discount set forth in the Product Term “Fully Open Access Publishing”, Schedule 1 APC Rates, Section 1 c. is applied.
 - e. Indication of the applicable Open Access License for each Open Access Journal.

For clarity, the content of the Attributes of 1) a.- e. above is subject to change by Publisher. However, Publisher will add new fully open access journal titles published during the Term under the imprints BMC, Nature Research, Palgrave Macmillan, Springer, Springer Gabler, Springer Nature, Springer Vienna and Springer VS to the Open Access Journals included in the DEAL Journal List. For the avoidance of doubt, addition of new imprints requires mutual agreement of both Parties.

2. Related to the Product Term “Hybrid Publishing”
 - a. The Open Choice Journals as described in the Product Term “Hybrid Publishing”
 - b. Indication of the applicable Open Access License for each Open Choice Journal.
 - c. Non Standard Journals as described in the Product Term “Hybrid Publishing”.
 - d. Journals identified as “Continuing Access Journals” in the Product Terms “Hybrid Publishing”.

For clarity, the content of the Attributes of 2) a.- d. above is subject to change by Publisher. Publisher will add new hybrid journal titles published during the Term under the imprints Adis, Apress, Birkhäuser, co-published with Springer, Humana Press, J.B. Metzler, Springer Spektrum, Springer Vieweg, Springer Medizin, Hebrew University Magnes Press, Serdi-Edition, Palgrave Macmillan, Springer, Springer Gabler, Springer Nature, Springer Vienna and Springer VS to the Open Choice Journals included in the DEAL Journal List. For the avoidance of doubt, addition of new imprints requires mutual agreement of both Parties.

However, for clarity, Publisher shall not modify the list of Attributes without mutual consent of DEAL Operating Entity.

In addition to the DEAL Journal List, Publisher will provide a list of Content licensed under the DEAL Journal Archive License, and an annual list of Open Access Journals, the Open Choice Journals and the Continuing Access Journals being part of the DEAL Journal Title List, in accordance with the then current



KBART standard (current KBART standard: <https://www.niso.org/publications/rp-9-2014-kbart>) to DEAL Operating Entity, excluding however, modelling title changes as described in Section 5.2 of the current recommended practice.

Publisher will enable all Member Institutions to access and download the Member Institution's individual library holding files related to the content licensed by the Member Institution from Publisher and available on Publisher's Platforms, however excluding entitlements to databases and Nature content, in accordance with the then current KBART standard (current KBART standard: KBART Automation Recommended Practice 6 <https://www.niso.org/publications/niso-rp-26-2019-kbart-automation-automated-retrieval-customer-electronic-holdings>), excluding however, modelling title changes as described in Section 2.3.2 of the current recommended practice.