

Pure Open Access Publishing Agreement (“Agreement”)

LICENSE DETAILS:

License ID Number: 37033

“**Customer**”: the National Library of Sweden, Box 5039, 102 41 Stockholm, Sweden, on behalf of the Licensees listed in Attachment 1

“**Licensee**”: the respective participating organisations set forth in Attachment 1, duly represented by the National Library of Sweden

This Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany (“**Licensor**” or “**Springer Nature**”) and Customer (authorized to enter into this Agreement on behalf of itself and on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including:
 - Attachment 1: Customer and Licensee Information;
 - Attachment 2: Pricing Model;
- The Product Terms: Pure Open Access Journal Publishing (as listed in Section 1 below);
- The parties agree to attach to this Agreement the General Terms and Conditions of the License Agreement with the LID 36801. References to “License Fee for Content” in Section 7.3 of the General Terms and Conditions shall be deemed to reference the License Fees / APC Fund under this Agreement. For the avoidance of doubt, a) references to “Content” in the General Terms and Conditions shall not be deemed to reference the Open Access Journals and/or Eligible Articles in this Agreement, b) Attachment 4 has been intentionally deleted and references to said Attachment 4 in the General Terms and Conditions do not apply to this Agreement.

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

For the avoidance of doubt, any statements of declarations by Customer are made on behalf of the Licensee(s) and/or Additional Organizations, unless otherwise specifically stated. Any declaration of intent, undertaking, commitment, waiver and declaration on limitation of rights made by the Customer is (also) made on behalf of the Licensee/s and/or Additional Organizations unless explicitly stated otherwise in this Agreement.

1. Products and License Fee

Products	License Fee / APC Fund (EUR)		
	2019	2020	2021
Pure Open Access Journal Publishing	€800,622 *	As set forth in Product Terms Schedule 2	As set forth in Product Terms Schedule 2

* APC Fund for 2019 is based on a prorated calculation for 24 weeks from a 2019 full year projection of €1,734,681 (“2019 APC Fund Projection”).

2. Payment Terms

- 2.1 The License Fee(s) is/are due within 60 days from reception of invoice. Licensor will invoice Customer, for Customers own account, within January of each subsequent year of the Term. Licensor will first provide pro forma invoices to Customer for verification. Once approved by Customer, Licensor will provide final electronic invoices in the PEPPOL BIS Billing 3 format.
- 2.2 The License Fee for subsequent years of the Term will be calculated according to the Pricing Model in Attachment 2.

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

CUSTOMER, on behalf of itself

Signature:
Name (Printed):

Title:

Date:

LICENSOR

Signature:
Name (Printed):

Title:

Date:

CUSTOMER, on behalf of the Licensees

Signature:
Name (Printed):

Title:

Date:

Signature:
Name (Printed)

Title:

Date:

Attachment 1

Customer and Licensee information

Customer Information:

- National Library of Sweden
- Box 5039, 102 41 Stockholm, Sweden
- [REDACTED]: bibsamkonsortiet@kb.se
- Business Partner ID: 3002277247

Licensee Information:

- 1. Formas (The Swedish Research Council Formas)**
 - Box 1206, 111 82, Stockholm, Sweden
 - [REDACTED]
 - Business Partner ID: 3003675279
 - [REDACTED]
- 2. Blekinge Tekniska Högskola (Blekinge Institute of Technology)**
 - 371 79, Karlskrona, Sweden
 - [REDACTED]
 - Business Partner ID: 2000150550
 - [REDACTED]
- 3. Chalmers Tekniska Högskola (Chalmers University of Technology)**
 - 421 96, Goteborg, Sweden
 - [REDACTED]
 - Business Partner ID: 3000144847
 - [REDACTED]
- 4. Forte, Forskningsrådet för hälsa, arbetsliv och välfärd (Swedish research council for health, working life and welfare)**
 - 101 37 Stockholm, Sweden
 - [REDACTED]
 - Business Partner ID: 3003854439
 - [REDACTED]
- 5. Göteborgs Universitet (University of Gothenburg)**
 - Box 222, 405 30, Goteborg, Sweden
 - [REDACTED]
 - Business Partner ID: 2000616343
 - [REDACTED]
- 6. Handelshögskolan I Stockholm (Stockholm School of Economics)**
 - Box 6501, 113 83, Stockholm, Sweden
 - [REDACTED]
 - Business Partner ID: 1000857561
 - [REDACTED]
- 7. Havs- och Vattenmyndigheten (Swedish Agency of Marine and Water Management)**
 - [REDACTED]
 - 404 39 Göteborg, Sweden
 - Business Partner: 3001017386

- [REDACTED]
- 8. Högskolan Dalarna (Dalarna University)**
 - 791 88, Falun, Sweden
 - [REDACTED]
 - Business Partner ID: 2000494226
 - [REDACTED]
 - 9. Högskolan I Borås (University of Boras)**
 - Allégatan 1, 501 90 Borås, Sweden
 - [REDACTED]
 - Business Partner ID: 3000160702
 - [REDACTED]
 - 10. Högskolan I Gävle (University of Gävle)**
 - Kungsbäcksvägen 47, 801 76, Gävle, Sweden
 - [REDACTED]
 - Business Partner ID: 3000099951
 - [REDACTED]
 - 11. Högskolan I Halmstad (Halmstad University)**
 - Box 823, 301 81, Halmstad, Sweden
 - [REDACTED]
 - Business Partner ID: 3000134410
 - [REDACTED]
 - 12. Högskolan I Jönköping (Jönköping University)**
 - [REDACTED]
 - Box 1001, Gjuterigatan 5, 551 11 Jönköping, Sweden
 - Business Partner: 2000133872
 - [REDACTED]
 - 13. Högskolan I Skövde (University of Skövde)**
 - [REDACTED]
 - Box 408, 541 28, Skövde, Sweden
 - Business Partner: 3000185357
 - [REDACTED]
 - 14. Högskolan Kristianstad (Kristianstad University)**
 - [REDACTED]
 - Elmetorpsvägen 15, 291 88, Kristianstad, Sweden
 - Business Partner: 3000099208
 - [REDACTED]
 - 15. Högskolan Väst (University West)**
 - [REDACTED]
 - Högskolan Väst, 461 86, Trollhättan, Sweden
 - Business Partner: 3000185384
 - [REDACTED]
 - 16. Karlstads Universitet (Karlstad University)**
 - [REDACTED]
 - Universitetsgatan 2, 651 87, Karlstad, Sweden
 - Business Partner: 2000505497

- [REDACTED]

17. Karolinska Institutet (Karolinska Institute)

- [REDACTED]
- Box 200, 171 77, Stockholm, Sweden
- Business Partner: 3000121307
- [REDACTED]

18. Kungliga Tekniska Högskolan (Royal Institute of Technology)

- [REDACTED]
- 100 44, Stockholm, Sweden
- Business Partner: 2000503576
- [REDACTED]

19. Linköpings Universitet (Linköping University)

- [REDACTED]
- Linköpings Universitetsbibliotek, 581 83, Linköping, Sweden
- Business Partner: 3000134613
- [REDACTED]

20. Linnéuniversitetet (Linnaeus University)

- [REDACTED]
- P G Vejdes väg, 351 95, Växjö, Sweden
- Business Partner: 3000172765
- [REDACTED]

21. Luleå Tekniska Universitet (Luleå University of Technology)

- [REDACTED]
- 971 87, Luleå, Sweden
- Business Partner: 2000342508
- [REDACTED]

22. Lunds Universitet (Lund University)

- [REDACTED]
- Box 3, 221 00, Lund, Sweden
- Business Partner: 2000355004
- [REDACTED]

23. Mälardalens Högskola (Mälardalen University)

- [REDACTED]
- Box 882, 721 22, Västerås, Sweden
- Business Partner: 2000513324
- [REDACTED]

24. Malmö Universitet (Malmö University)

- [REDACTED]
- 205 06 Malmö, Sweden
- Business Partner: 2000489636
- [REDACTED]

25. Mittuniversitetet (Mid-Sweden University)

- [REDACTED]
- Mittuniversitetet Biblioteket/LRC, 851 70 Sundsvall, Sweden
- Business Partner: 3000185411
- [REDACTED]

26. Örebro Universitet (Örebro University)

- [REDACTED]
- 701 82 Örebro, Sweden
- Business Partner: 2000508880
- [REDACTED]

27. Södertörns Högskola (Södertörn University)

- [REDACTED]
- 141 89 Huddinge, Sweden
- Business Partner: 3000162738
- [REDACTED]

28. Sophiahemmet Högskola (Sophiahemmet University)

- [REDACTED]
- Box 5605, 114 86 Stockholm, Sweden
- Business Partner: 3003127854
- [REDACTED]

29. Strålsäkerhetsmyndigheten (Swedish Radiation Safety Authority)

- [REDACTED]
- 171 16 Stockholm, Sweden
- Business Partner: 3002799889
- [REDACTED]

30. Stockholms Universitet (Stockholm University)

- [REDACTED]
- Stockholms Universitetsbibliotek, 106 91 Stockholm, Sweden
- Business Partner: 2000492649
- [REDACTED]

31. Sveriges Lantbruksuniversitet (Swedish University of Agricultural Sciences)

- [REDACTED]
- Box 7071, 750 07 Uppsala, Sweden
- Business Partner: 3000185457
- [REDACTED]

32. Umeå Universitet (Umeå University)

- [REDACTED]

- 901 74 Umeå, Sweden
- Business Partner: 2000317423
- [REDACTED]

33. Uppsala Universitet (Uppsala University)

- [REDACTED]
- Uppsala Universitet, Box 510 751 20, Uppsala, Sweden
- Business Partner: 3000092152
- [REDACTED]

34. Vetenskapsrådet (Swedish Research Council)

- [REDACTED]
- 101 38 Stockholm, Sweden
- Business Partner: 3003513555
- [REDACTED]

35. Vinnova

- [REDACTED]
- 101 58 Stockholm, Sweden
- Business Partner: 3000145048
- [REDACTED]

Customer and Licensees will supply Licensor with an initial list of its IP addresses used for the identification of Eligible Authors as set forth in Section 3.3 the of the Pure Open Access Publishing Product Terms, and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before using the addresses in the identification process. Notwithstanding any to the contrary in this Agreement, notifications of IP address changes may be made in electronic format.

Attachment 2

Pricing Model

See Schedule 2 to the Product Terms.

Product Terms Pure Open Access Journal Publishing

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

These Product Terms incorporate the following Schedules:

- Schedule 1: Open Access Journals
- Schedule 2: APC Fund, APC Rate and Publication Corridor

1. Term

The Term shall begin on **July 15st, 2019** (the "Commencement Date") and shall end on **December 31st, 2021**.

PART A – OPEN ACCESS PUBLISHING

2. Definitions

- 2.1 The following terms shall have the following meanings when used within these Product Terms, and shall apply in addition to the definitions included in Section 1 of the General Terms and Conditions:
- 2.1.1 "**Affiliated Author Approval Date**" means the date on which a Licensee has confirmed, pursuant to Section 3.4, that an author is an Affiliated Author.
- 2.1.2 "**Allocation Date**" means the date that Licensor will take into consideration to allocate the APC and then deduct it from the APC Fund, pursuant to the Agreed APC Rate as per Schedule 2 (APC Fund, APC Rate and Publication Corridor). The Allocation Date shall be the Affiliated Author Approval Date within a given year of the Term.
- 2.1.3 "**APC Fund**" means the fund from which Eligible Authors can publish Eligible Articles, as specified in Schedule 2 (APC Fund, APC Rate and Publication Corridor);
- 2.1.4 "**Article Approval System**" means the Licensor's standard approval portal for the Open Access Journals;
- 2.1.5 "**Article Processing Charge**" ("APC") means the Licensor's article processing charge for publishing an open access article in the applicable journal, as specified in Schedule 2 (APC Fund, APC Rate and Publication Corridor);
- 2.1.6 "**Effective Date**" means the date when this Agreement comes into effect.
- 2.1.7 "**Eligible Authors**" means authors (i) who are "**Affiliated**" with a Licensee, i.e. who are students enrolled at or accredited to Licensee or who are teaching and research staff employed by or otherwise accredited to the Licensee, whereby in case of articles published by multiple authors only the corresponding author may qualify as an Affiliated Author; (ii) who have signed one of the then current open access publishing agreements used at the Licensor to publish an article under an Open Access License in one of the Licensor's Open Access Journals, the current list of which (subject to change by the Licensor) is attached in Schedule 1 ("**Open**

Access Journals"); and (iii) for whom a Licensee has confirmed the status as Affiliated Author pursuant to Section 3.4.2.

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

2.1.8 **"Eligible Articles"** means articles (i) which are original and not infringe on any law and/or third party right and meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other similar policies of the Licensor, (ii) which are editorially accepted for publication by Licensor in an Open Access Journal in accordance with section 3.2.1, (iii) which are written by Eligible Authors, and (iv) which are of one of the following article types:

- a) Original Paper – Standard article, usually presenting new results; articles published under this article type may also be referred to as Original Research, Original Article, Original Paper or Research Paper.
- b) Review Paper – Standard article, interpreting previously published results.
- c) Brief Communication – Short article submitted for rapid publication that exhibits the same structure as a standard article.
- d) Continuing Education – Article forming integral part of further education (usually medical).

2.1.9 **"Open Access License"** means the Creative Commons license Attribution 4.0 International (CC-BY 4.0) used by Licensor for the publishing of Eligible Articles in Open Access Journals. Licensor may use newer versions of said licenses, if such newer versions do not restrict users' rights more than the Open Access Licenses used at the Effective Date.

In addition, if requested by an Eligible Author, other open access licenses like the CC-BY Intergovernmental Organisation (IGO) license may be used, provided that such open access licenses do not restrict users' rights more than any of the Creative Commons licenses existing at the Effective Date.

Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons licenses used for open access publication of the Eligible Articles. In case of conflict between provisions of these Creative Commons licenses and this Agreement (including, but not limited to, the General Terms and Conditions), the former shall always prevail.

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

3. Open Access Publishing

3.1 APC Fund

3.1.1 During the Term, any APC for an Eligible Article shall be deducted by the Licensor from the APC Fund, in accordance with the Allocation Date. The APC for any article submitted to the Licensor from an Affiliated Author, which is not an Eligible Article, will not be deducted from the APC Fund and will be charged separately under the Licensor's standard process at Licensor's standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms). Upon expiry

of the Term, any remaining APC Fund will not be refunded. For the purpose of this Agreement, the parties agree to a Publication Corridor as set forth in Schedule 2 (APC Fund, APC Rate and Publication Corridor).

- 3.1.2 The number of Eligible Articles as set forth in the quarterly reports as per Section 3.7.1 will be determined by the Allocation Date.
- 3.1.3 The Licensor shall notify the Customer when the APC Fund, i.e. the number of Eligible Articles (Article Max) is due to run out. The Licensor shall endeavour to submit such notification 4 weeks before the APC Fund (Article Max) runs out.
- 3.1.4 When the APC Fund, i.e. the number of Eligible Articles (Article Max) runs out, the Licensor will stop accepting Eligible Articles for open access publication pursuant to these Product Terms. Under such circumstances, the Licensor will notify the Customer and the Licensees and either:
 - a) Licensee may elect to pay the standard APC, which is Licensor's standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) for any relevant Eligible Article within 14 calendar days of receipt of the notice; or
 - b) where Licensee has not notified the Licensor according to Section 3.1.4a), and an Eligible Author approaches the Licensor with the desire to publish an article open access and pay the APC by himself/herself or by a third party, the Licensor reserves the right to publish such article.

3.2 Editorial Independence

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

3.3 Identification of Affiliated Authors

- 3.3.1 The Licensor shall be responsible for the identification of Affiliated Authors as further described in these Product Terms. However, it is the Licensee's responsibility to provide the parameters for identification of Affiliated Authors and to update the Licensor of any changes in those parameters as soon as reasonably practicable.
- 3.3.2 With respect to publication in any Open Access Journal, Affiliated Authors shall identify themselves through one of the following parameters: by selecting their organisation name; and/or by e-mail domain recognition; and/or by IP address recognition within the identification process. Licensor will continue to work with Licensees on improving communication to authors about identification.
- 3.3.3 For the avoidance of doubt, Eligible Authors shall not be offered the option to publish their Eligible Article under any license other than the Open Access License.
- 3.3.4 During the Term, if Licensor fails to identify authors as Affiliated Authors despite the author correctly providing the identification parameters as specified in section 3.3.2 and then Licensor charges an Affiliated Author with an APC for publication of an Eligible Article, the Licensor shall, within 60 days upon being aware of the foregoing and upon verification by the Licensee that the author is in fact an Affiliated Author, refund such paid APC to the author. The according APC will be deducted from the APC Fund.

3.4 Verification of Affiliated Authors

- 3.4.1 The Licensor shall notify the Licensee by email each time an author is identified as an Affiliated Author for the purposes of verification.
- 3.4.2 The Licensee shall confirm or deny if the author is Affiliated with the Licensee. In case the Licensor does not receive either a confirmation or a denial within 3 days after the Licensor has notified the Licensee, the Licensor will send a reminder. In case the Licensor still does not receive either confirmation or denial within 2 days from this reminder, the Licensor shall deem the author to be Affiliated and continue the publishing process. Licensor shall explicitly inform Licensee in its notification email of the intended consequences if the aforementioned time period expires without any declaration by Licensee. If the Licensee requires more than 5 days for confirming or denying if an author is Affiliated, the Licensee may request an extension of up to 4 additional business days from the Licensor by email.
- 3.4.3 Except as otherwise stated in this Section 3.4, all communications specified in Section 3.4 shall be made through the Article Approval System. In exceptional cases, communications may also be made via other means (such as e-mail).

3.5 Metadata and Industry Standards

- 3.5.1 Licensor should undertake to use the ORCID ID (<http://orcid.org/>) throughout the workflow from submission to publication and include Eligible Authors' ORCID ID in Eligible Articles and via Abstracting & Indexing (A&I) services and other discovery services, to the extent provided by the Eligible Author. However, the parties agree that due to developments at Licensor's current publishing workflows, the foregoing may not be available and there is no obligation of Licensor to use the ORCID ID. It is the Eligible Author's responsibility to provide all necessary details in respect of his/her ORCID ID to the Licensor.
- 3.5.2 Upon publication of an Eligible Article, Licensor will register the article metadata on CrossRef, including, but not limited to: (1) the Eligible Article's digital object identifier (DOI), (2) the funding metadata, including funder name and grant number, in the metadata in Funder Registry (on CrossRef), (3) bibliographic citations, (4) to the extent supported by CrossRef and if Licensor's workflows support so, funder of the open access publishing as defined in clause 3.6.1 and (5) the Open Access License if, in each case of the above, CrossRef accepts the specific metadata, and if provided by the author at submission.
- 3.5.3 Licensor will comply with the last version of NISO's Recommended Practice on Access and Licensing Indicators (<https://www.niso.org/standards-committees/access-and-license-indicators>), including, but not limited to, guidance regarding `free_to_read` and `license_reference` metadata fields and regarding mechanisms for distributing metadata.

3.6 Article Publication

- 3.6.1 Eligible Articles will be published online and in the first instance under the Open Access License. Licensor will use measures which Licensor deems commercially reasonable to include affiliation of the Eligible Author, funders of the research if provided by the author at submission, and funder of the open access publishing ("Open Access funding provided by [Eligible Author's affiliation organisation]") must be stated in the articles. Licensor will apply the Open Access funding note from signature date of this Agreement.
- 3.6.2 The parties agree that the Eligible Author shall retain its ownership in the copyright to the Eligible Article, even if published pursuant to this Agreement, this however may not apply in case requested by the author, and/or otherwise required by law or third parties (such as funding bodies).
- 3.6.3 Licensor will use measures which Licensor deems commercially reasonable to provide the Eligible Author with an e-mail linking to an electronic copy of the final version of the Eligible Article (which includes the article's DOI and a human-readable summary of the Open Access License terms) upon publication. It is the joint goal of Licensees and Licensor to educate authors in open access (including, but not limited to, how and by whom open access publishing is funded) and encourage authors to share and distribute their article. The Licensees

and the Licensor have the ambition to raise such awareness by each adopting measures that are considered commercially reasonable by the respective party. Each party agrees that the measures currently adopted by the other are commercially reasonable.

3.6.4 The Eligible Articles published in the Open Access Journals will be hosted by Licensor as part of the Open Access Journals in the same manner as Content under Section 4.4 of the General Terms and Conditions, for the duration of this Agreement. For the avoidance of doubt: a) this means the rights and obligations as per Section 4.4 of the General Terms and Conditions, b) however excludes expressly any rights with respect to refunds as set forth in Section 4.4 of the General Terms and Conditions. The foregoing shall not limit any rights of Licensee under mandatory Swedish law. To the extent applicable, Section 4.6 applies *mutatis mutandis* to the Eligible Articles. However, the foregoing sentences shall not be deemed to limit or restrict the open access license terms under which the Eligible Articles are published.

3.6.5 In the event that Licensor ceases to provide access to Eligible Articles through the Platforms after expiration of the Term, Licensor may provide access to such Eligible Articles to the general public through any effective means.

3.7 Reporting

3.7.1 Licensor will report on a quarterly basis how many Eligible Articles have been accepted and approved by Licensee and in which regard the Licensee has verified that the author is an Eligible Author pursuant to these Product Terms.

The reports shall be sent to the Customer and the Licensee and include the following details:

- a) Name and email address of the corresponding author
- b) Name of the Licensee approving the Eligible Article
- c) Date of acceptance (to the extent possible, according to the relevant editorial policies)
- d) Online publication date
- e) Journal Title
- f) Article title
- g) Article type
- h) DOI
- i) CC license type
- j) Funding organization (research funder) if provided by Eligible Author on submission
- k) APC cost and the Allocation Date of the Eligible Article.

In addition, Customer and Licensee can access and download reports via the Article Approval System at any time during the Term. However information regarding “a) Name and email address of the corresponding author”, “i) CC license type” and “j) Funding organization (research funder) if provided by Eligible Author on submission” will not be available via the Article Approval System.

3.8 Workflow revision

3.8.1 The parties may mutually agree in writing to a different, more automated mechanism to verify identification criteria for Eligible Authors.

3.8.2 From time to time, the Licensor shall be entitled to revise the identification and verification process described above in order to improve the process for Eligible Authors. Licensor will review and consider the latest developments with respect to this process, including but not limited to the *ESAC Recommendations for article workflows and services for offsetting/open access transformation agreements* available at <https://insights.uksg.org/articles/10.1629/uksg.391/>. Licensor will take into account but will not be bound by Customer’s and Licensee’s suggestions for process improvements. For the avoidance of doubt, Licensor may determine any changes in the identification and verification process in its sole discretion. The Licensor shall notify Customer and Licensee in writing of any such changes to the process.

PART B – OPT-OUT & OPT-IN

4. Opt-out

- 4.1 One or more Licensees may opt out from these Product Terms with 60 calendar day's written notice to Licensor; such opt out being effective December 31st of the same year. The parties agree that any such notice will be issued by Customer on behalf of the Licensee(s).
- 4.2 In a case of an opt-out, all Eligible Articles published by Eligible Authors of the opting-out Licensee with an Approval Date within the year during which the opt-out is notified to Licensor will not be considered for the calculation of the APC Fund in the following year(s).
- 4.3 For a Licensee that opts-out, all rights and obligations under these Product Terms will cease at the effective date of the opt-out (except with respect to any unpaid APC Fund fees owed by Licensee until the effective date of termination and except as provided in section 7.5 third sentence of the General Terms and Conditions). For each Eligible Article with an Allocation Date after the effective date of termination, Licensor's standard list price APC for the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) will apply.
- 4.4 If, during the Term of these Product Terms, the overall APC Fund calculated for the years of the Term following such opt-outs (for the avoidance of doubt, all opt-outs during the Term will be added for the purpose of this calculation) falls below 90% of the APC Fund of the previous year ("**Termination Threshold**"), each Licensor and Customer have the right to terminate these Product Terms by written notice to the other, at the latest 30 days prior to the end of the calendar year. Such termination shall be effective at the end of the calendar year in which the Termination Threshold occurred. Upon the effective date of such termination, all rights and obligations under these Product Terms will cease (except with respect to any unpaid APC Fund fees owed until the effective date of termination). For any opt outs taking effect in the year 2020, the Licensor and Customer agree that the calculation in this Section 4.4 shall be based on the 2019 APC Fund Projection.

5. Opt-in

- 5.1 Additional Organisations (as defined in Section 1.1 of the General Terms and Conditions) have the possibility to opt in to these Product Terms during the Term. An opt-in by an Additional Organisation is subject to written notice (including all information required to set up identification and the Licensee verification of Affiliated Authors as described in sections 3.3.1 and 3.4 to be received by Licensor 60 calendar days prior to the end of the calendar year, such opt-in being effective January 1st of the following calendar year. The parties agree that any such notice will be issued by Customer on behalf of the Additional Organisation. Upon the effective date of such opt-in, the Additional Organisation will be deemed a Licensee and all rights and obligations of these Product Terms shall apply to it. The APC Fund for the year(s) in which the opt-in will take effect will be increased as follows: the number of articles published in the Open Access Journals by Eligible Authors of the Additional Organisation in the year prior to the opt-in will be increased by 7% and will be then multiplied by the Agreed APC Rate and added to the APC Fund of the year(s) for which the opt-in will take effect.

**Schedule 1 to Pure Open Access Journal Publishing Product Terms:
Open Access Journals**

The following Open Access Journals are eligible for Eligible Authors to publish in. Licensor will send Customer an updated list of Open Access Journals on a quarterly basis. This list is subject to change.

Journal ID	Title	ISSN electronic	Imprint
41205	3D Printing in Medicine	2365-6271	Springer
41120	AAPS Open	2364-9534	Springer
40478	Acta Neuropathologica Communications	2051-5960	BioMed Central
13028	Acta Veterinaria Scandinavica	1751-0147	BioMed Central
13722	Addiction Science & Clinical Practice	1940-0640	BioMed Central
40323	Advanced Modeling and Simulation in Engineering Sciences	2213-7467	Springer
40679	Advanced Structural and Chemical Imaging	2198-0926	Springer
13662	Advances in Difference Equations	1687-1847	Springer
41077	Advances in Simulation	2059-0628	BioMed Central
40066	Agriculture & Food Security	2048-7010	BioMed Central
42467	AI Perspectives	2523-398X	Springer
12981	AIDS Research and Therapy	1742-6405	BioMed Central
13015	Algorithms for Molecular Biology	1748-7188	BioMed Central
13223	Allergy, Asthma & Clinical Immunology	1710-1492	BioMed Central
13195	Alzheimer's Research & Therapy	1758-9193	BioMed Central
13568	AMB Express	2191-0855	Springer
40317	Animal Biotelemetry	2050-3385	BioMed Central
42523	Animal Microbiome	2524-4671	BioMed Central
12941	Annals of Clinical Microbiology and Antimicrobials	1476-0711	BioMed Central
12991	Annals of General Psychiatry	1744-859X	BioMed Central
13613	Annals of Intensive Care	2110-5820	Springer
40557	Annals of Occupational and Environmental Medicine	2052-4374	BioMed Central
13756	Antimicrobial Resistance & Infection Control	2047-2994	BioMed Central
40563	Applied Adhesion Science	2196-4351	Springer
13765	Applied Biological Chemistry	2468-0842	Springer
41109	Applied Network Science	2364-8228	Springer
13203	Applied Petrochemical Research	2190-5533	Springer
13201	Applied Water Science	2190-5495	Springer
40065	Arabian Journal of Mathematics	2193-5351	Springer
13690	Archives of Public Health	2049-3258	BioMed Central
13075	Arthritis Research & Therapy	1478-6362	BioMed Central
40862	Asian-Pacific Journal of Second and Foreign Language Education	2363-5169	Springer
41029	Asia-Pacific Science Education	2364-1177	Springer
40733	Asthma Research and Practice	2054-7064	BioMed Central
13317	Autoimmunity Highlights	2038-3274	BioMed Central
12610	Basic and Clinical Andrology	2051-4190	BioMed Central

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41405	BDJ Open	2056-807X	Springer Nature
12993	Behavioral and Brain Functions	1744-9081	BioMed Central
41044	Big Data Analytics	2058-6345	BioMed Central
13040	BioData Mining	1756-0381	BioMed Central
42234	Bioelectronic Medicine	2332-8886	BioMed Central
12575	Biological Procedures Online	1480-9222	BioMed Central
40659	Biological Research	0717-6287	BioMed Central
13062	Biology Direct	1745-6150	BioMed Central
13293	Biology of Sex Differences	2042-6410	BioMed Central
40364	Biomarker Research	2050-7771	BioMed Central
40824	Biomaterials Research	2055-7124	BioMed Central
12938	BioMedical Engineering OnLine	1475-925X	BioMed Central
13030	BioPsychoSocial Medicine	1751-0759	BioMed Central
13068	Biotechnology for Biofuels	1754-6834	BioMed Central
41408	Blood Cancer Journal	2044-5385	Springer Nature
12871	BMC Anesthesiology	1471-2253	BioMed Central
12858	BMC Biochemistry	1471-2091	BioMed Central
12859	BMC Bioinformatics	1471-2105	BioMed Central
12915	BMC Biology	1741-7007	BioMed Central
42490	BMC Biomedical Engineering	2524-4426	BioMed Central
13628	BMC Biophysics	2046-1682	BioMed Central
12896	BMC Biotechnology	1472-6750	BioMed Central
12885	BMC Cancer	1471-2407	BioMed Central
12872	BMC Cardiovascular Disorders	1471-2261	BioMed Central
42480	BMC Chemical Engineering	2524-4175	BioMed Central
13065	BMC Chemistry	2661-801X	Springer
12907	BMC Clinical Pathology	1472-6890	BioMed Central
12906	BMC Complementary and Alternative Medicine	1472-6882	BioMed Central
12895	BMC Dermatology	1471-5945	BioMed Central
12861	BMC Developmental Biology	1471-213X	BioMed Central
12901	BMC Ear, Nose and Throat Disorders	1472-6815	BioMed Central
12898	BMC Ecology	1472-6785	BioMed Central
12873	BMC Emergency Medicine	1471-227X	BioMed Central
12902	BMC Endocrine Disorders	1472-6823	BioMed Central
42500	BMC Energy	2524-4469	BioMed Central
12862	BMC Evolutionary Biology	1471-2148	BioMed Central
12875	BMC Family Practice	1471-2296	BioMed Central
12876	BMC Gastroenterology	1471-230X	BioMed Central
12863	BMC Genetics	1471-2156	BioMed Central
12864	BMC Genomics	1471-2164	BioMed Central

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12877	BMC Geriatrics	1471-2318	BioMed Central
12913	BMC Health Services Research	1472-6963	BioMed Central
12878	BMC Hematology	2052-1839	BioMed Central
12865	BMC Immunology	1471-2172	BioMed Central
12879	BMC Infectious Diseases	1471-2334	BioMed Central
12914	BMC International Health and Human Rights	1472-698X	BioMed Central
42730	BMC Mechanical Engineering	2524-4949	BioMed Central
12909	BMC Medical Education	1472-6920	BioMed Central
12910	BMC Medical Ethics	1472-6939	BioMed Central
12881	BMC Medical Genetics	1471-2350	BioMed Central
12920	BMC Medical Genomics	1755-8794	BioMed Central
12880	BMC Medical Imaging	1471-2342	BioMed Central
12911	BMC Medical Informatics and Decision Making	1472-6947	BioMed Central
12874	BMC Medical Research Methodology	1471-2288	BioMed Central
12916	BMC Medicine	1741-7015	BioMed Central
12866	BMC Microbiology	1471-2180	BioMed Central
12867	BMC Molecular Biology	1471-2199	BioMed Central
12860	BMC Molecular and Cell Biology	2661-8850	BioMed Central
12891	BMC Musculoskeletal Disorders	1471-2474	BioMed Central
12882	BMC Nephrology	1471-2369	BioMed Central
12883	BMC Neurology	1471-2377	BioMed Central
12868	BMC Neuroscience	1471-2202	BioMed Central
12912	BMC Nursing	1472-6955	BioMed Central
40795	BMC Nutrition	2055-0928	BioMed Central
40608	BMC Obesity	2052-9538	BioMed Central
12886	BMC Ophthalmology	1471-2415	BioMed Central
12903	BMC Oral Health	1472-6831	BioMed Central
12904	BMC Palliative Care	1472-684X	BioMed Central
12887	BMC Pediatrics	1471-2431	BioMed Central
40360	BMC Pharmacology and Toxicology	2050-6511	BioMed Central
12899	BMC Physiology	1472-6793	BioMed Central
12870	BMC Plant Biology	1471-2229	BioMed Central
12884	BMC Pregnancy and Childbirth	1471-2393	BioMed Central
12919	BMC Proceedings	1753-6561	BioMed Central
12888	BMC Psychiatry	1471-244X	BioMed Central
40359	BMC Psychology	2050-7283	BioMed Central
12889	BMC Public Health	1471-2458	BioMed Central
12890	BMC Pulmonary Medicine	1471-2466	BioMed Central
13104	BMC Research Notes	1756-0500	BioMed Central
41927	BMC Rheumatology	2520-1026	BioMed Central

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13102	BMC Sports Science, Medicine and Rehabilitation	2052-1847	BioMed Central
12900	BMC Structural Biology	1472-6807	BioMed Central
12893	BMC Surgery	1471-2482	BioMed Central
12918	BMC Systems Biology	1752-0509	BioMed Central
12894	BMC Urology	1471-2490	BioMed Central
12917	BMC Veterinary Research	1746-6148	BioMed Central
12905	BMC Women's Health	1472-6874	BioMed Central
40850	BMC Zoology	2056-3132	BioMed Central
41413	Bone Research	2095-6231	Springer Nature
40479	Borderline Personality Disorder and Emotion Dysregulation	2051-6673	BioMed Central
40529	Botanical Studies	1999-3110	Springer
13661	Boundary Value Problems	1687-2770	Springer
40708	Brain Informatics	2198-4026	Springer
13058	Breast Cancer Research	1465-542X	BioMed Central
12935	Cancer Cell International	1475-2867	BioMed Central
40880	Cancer Communications	2523-3548	BioMed Central
41236	Cancer Convergence	2366-6196	Springer
40644	Cancer Imaging	1470-7330	BioMed Central
40170	Cancer & Metabolism	2049-3002	BioMed Central
12645	Cancer Nanotechnology	1868-6966	Springer
41199	Cancers of the Head & Neck	2059-7347	BioMed Central
40575	Canine Genetics and Epidemiology	2052-6687	BioMed Central
13021	Carbon Balance and Management	1750-0680	BioMed Central
40959	Cardio-Oncology	2057-3804	BioMed Central
12933	Cardiovascular Diabetology	1475-2840	BioMed Central
12947	Cardiovascular Ultrasound	1476-7120	BioMed Central
13578	Cell & Bioscience	2045-3701	BioMed Central
12964	Cell Communication and Signaling	1478-811X	BioMed Central
41420	Cell Death Discovery	2058-7716	Springer Nature
41419	Cell Death & Disease	2041-4889	Springer Nature
41421	Cell Discovery	2056-5968	Springer Nature
13008	Cell Division	1747-1028	BioMed Central
11658	Cellular & Molecular Biology Letters	1689-1392	BioMed Central
40673	Cerebellum & Ataxias	2053-8871	BioMed Central
40538	Chemical and Biological Technologies in Agriculture	2196-5641	Springer
13034	Child and Adolescent Psychiatry and Mental Health	1753-2000	BioMed Central
13020	Chinese Medicine	1749-8546	BioMed Central
13630	Cilia	2046-2530	BioMed Central
40410	City, Territory and Architecture	2195-2701	Springer
40842	Clinical Diabetes and Endocrinology	2055-8260	BioMed Central

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13148	Clinical Epigenetics	1868-7083	BioMed Central
12948	Clinical and Molecular Allergy	1476-7961	BioMed Central
12014	Clinical Proteomics	1559-0275	BioMed Central
13569	Clinical Sarcoma Research	2045-3329	BioMed Central
13601	Clinical and Translational Allergy	2045-7022	BioMed Central
40169	Clinical and Translational Medicine	2001-1326	Springer
41235	Cognitive Research: Principles and Implications	2365-7464	Springer
42003	Communications Biology	2399-3642	Nature Research
42004	Communications Chemistry	2399-3669	Nature Research
42005	Communications Physics	2399-3650	Nature Research
40878	Comparative Migration Studies	2214-594X	Springer
40294	Complex Adaptive Systems Modeling	2194-3206	Springer
40747	Complex & Intelligent Systems	2198-6053	Springer
40668	Computational Astrophysics and Cosmology	2197-7909	Springer
40649	Computational Social Networks	2197-4314	Springer
13031	Conflict and Health	1752-1505	BioMed Central
40834	Contraception and Reproductive Medicine	2055-7426	BioMed Central
12962	Cost Effectiveness and Resource Allocation	1478-7547	BioMed Central
40163	Crime Science	2193-7680	Springer
13054	Critical Care	1364-8535	BioMed Central
42155	CVIR Endovascular	2520-8934	Springer
13098	Diabetology & Metabolic Syndrome	1758-5996	BioMed Central
13000	Diagnostic Pathology	1746-1596	BioMed Central
41512	Diagnostic and Prognostic Research	2397-7523	BioMed Central
40696	Disaster and Military Medicine	2054-314X	BioMed Central
40623	Earth, Planets and Space	1880-5981	Springer
40658	EJNMMI Physics	2197-7364	Springer
41181	EJNMMI Radiopharmacy and Chemistry	2365-421X	Springer
13550	EJNMMI Research	2191-219X	Springer
12982	Emerging Themes in Epidemiology	1742-7622	BioMed Central
42162	Energy Informatics	2520-8942	Springer
13705	Energy, Sustainability and Society	2192-0567	Springer
41825	Energy Transitions	2520-114X	Springer
13750	Environmental Evidence	2047-2382	BioMed Central
12940	Environmental Health	1476-069X	BioMed Central
12199	Environmental Health and Preventive Medicine	1347-4715	BioMed Central
12302	Environmental Sciences Europe	2190-4715	Springer
40068	Environmental Systems Research	2193-2697	Springer
13072	Epigenetics & Chromatin	1756-8935	BioMed Central
13688	EPJ Data Science	2193-1127	Springer

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40507	EPJ Quantum Technology	2196-0763	Springer
40485	EPJ Techniques and Instrumentation	2195-7045	Springer
13634	EURASIP Journal on Advances in Signal Processing	1687-6180	Springer
13636	EURASIP Journal on Audio, Speech, and Music Processing	1687-4722	Springer
13639	EURASIP Journal on Embedded Systems	1687-3963	Springer
13640	EURASIP Journal on Image and Video Processing	1687-5281	Springer
13635	EURASIP Journal on Information Security	2510-523X	Springer
13638	EURASIP Journal on Wireless Communications and Networking	1687-1499	Springer
40309	European Journal of Futures Research	2195-2248	Springer
41824	European Journal of Hybrid Imaging	2510-3636	Springer
40001	European Journal of Medical Research	2047-783X	BioMed Central
41747	European Radiology Experimental	2509-9280	Springer
11556	European Review of Aging and Physical Activity	1861-6909	BioMed Central
12544	European Transport Research Review	1866-8887	Springer
41121	Evidence-Based Endodontics	2364-9526	Springer
13227	EvoDevo	2041-9139	BioMed Central
12052	Evolution: Education and Outreach	1936-6434	Springer
40164	Experimental Hematology & Oncology	2162-3619	BioMed Central
12276	Experimental & Molecular Medicine	2092-6413	Springer Nature
40691	Fashion and Textiles	2198-0802	Springer
40738	Fertility Research and Practice	2054-7099	BioMed Central
42408	Fire Ecology	1933-9747	Springer
41240	Fisheries and Aquatic Sciences	2234-1757	BioMed Central
13663	Fixed Point Theory and Applications	1687-1812	Springer
12987	Fluids and Barriers of the CNS	2045-8118	BioMed Central
12983	Frontiers in Zoology	1742-9994	BioMed Central
42252	Functional Composite Materials	2522-5774	Springer
40694	Fungal Biology and Biotechnology	2054-3085	BioMed Central
41021	Genes and Environment	1880-7062	BioMed Central
12263	Genes & Nutrition	1865-3499	BioMed Central
12711	Genetics Selection Evolution	1297-9686	BioMed Central
13059	Genome Biology	1474-760X	BioMed Central
13073	Genome Medicine	1756-994X	BioMed Central
41118	Genus	2035-5556	Springer
12932	Geochemical Transactions	1467-4866	Springer
40562	Geoscience Letters	2196-4092	Springer
40517	Geothermal Energy	2195-9706	Springer
12992	Globalization and Health	1744-8603	BioMed Central
13099	Gut Pathogens	1757-4749	BioMed Central
40661	Gynecologic Oncology Research and Practice	2053-6844	BioMed Central

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10397	Gynecological Surgery	1613-2084	Springer
12954	Harm Reduction Journal	1477-7517	BioMed Central
13005	Head & Face Medicine	1746-160X	BioMed Central
13561	Health Economics Review	2191-1991	Springer
40352	Health & Justice	2194-7899	Springer
12955	Health and Quality of Life Outcomes	1477-7525	BioMed Central
12961	Health Research Policy and Systems	1478-4505	BioMed Central
41124	Hepatology, Medicine and Policy	2059-5166	BioMed Central
13053	Hereditary Cancer in Clinical Practice	1897-4287	BioMed Central
41065	Hereditas	1601-5223	BioMed Central
40494	Heritage Science	2050-7445	Springer
41438	Horticulture Research	2052-7276	Springer Nature
41439	Human Genome Variation	2054-345X	Springer Nature
40246	Human Genomics	1479-7364	BioMed Central
12960	Human Resources for Health	1478-4491	BioMed Central
13673	Human-centric Computing and Information Sciences	2192-1962	Springer
12979	Immunity & Ageing	1742-4933	BioMed Central
13012	Implementation Science	1748-5908	BioMed Central
13027	Infectious Agents and Cancer	1750-9378	BioMed Central
40249	Infectious Diseases of Poverty	2049-9957	BioMed Central
41232	Inflammation and Regeneration	1880-8190	BioMed Central
40621	Injury Epidemiology	2197-1714	BioMed Central
42862	Innovation and Education	2524-8502	BioMed Central
13244	Insights into Imaging	1869-4101	Springer
40635	Intensive Care Medicine Experimental	2197-425X	Springer
13006	International Breastfeeding Journal	1746-4358	BioMed Central
12966	International Journal of Behavioral Nutrition and Physical Activity	1479-5868	BioMed Central
40345	International Journal of Bipolar Disorders	2194-7511	Springer
40069	International Journal of Concrete Structures and Materials	2234-1315	Springer
40991	International Journal of Corporate Social Responsibility	2366-0074	Springer
40979	International Journal for Educational Integrity	1833-2595	Springer
12245	International Journal of Emergency Medicine	1865-1380	Springer
12939	International Journal for Equity in Health	1475-9276	BioMed Central
40550	International Journal of Food Contamination	2196-2804	Springer
40703	International Journal of Geo-Engineering	2198-2783	Springer
12942	International Journal of Health Geographics	1476-072X	BioMed Central
40712	International Journal of Mechanical and Materials Engineering	2198-2791	Springer
13033	International Journal of Mental Health Systems	1752-4458	BioMed Central
41368	International Journal of Oral Science	2049-3169	Springer Nature
13633	International Journal of Pediatric Endocrinology	1687-9856	BioMed Central

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40887	International Journal of Quality Innovation	2363-7021	Springer
40942	International Journal of Retina and Vitreous	2056-9920	BioMed Central
40594	International Journal of STEM Education	2196-7822	Springer
41074	IPSN Transactions on Computer Vision and Applications	1882-6695	Springer
13620	Irish Veterinary Journal	2046-0481	BioMed Central
13052	Italian Journal of Pediatrics	1824-7288	BioMed Central
40176	IZA Journal of Development and Migration	2520-1786	Springer
40172	IZA Journal of Labor Economics	2193-8997	Springer
40173	IZA Journal of Labor Policy	2193-9004	Springer
40981	JA Clinical Reports	2363-9024	Springer
40104	Journal of Animal Science and Biotechnology	2049-1891	BioMed Central
13617	Journal of Applied Volcanology	2191-5040	Springer
40537	Journal of Big Data	2196-1115	Springer
13036	Journal of Biological Engineering	1754-1611	BioMed Central
40709	Journal of Biological Research-Thessaloniki	2241-5793	BioMed Central
13326	Journal of Biomedical Semantics	2041-1480	BioMed Central
13173	Journal of the Brazilian Computer Society	1678-4804	Springer
13019	Journal of Cardiothoracic Surgery	1749-8090	BioMed Central
12968	Journal of Cardiovascular Magnetic Resonance	1532-429X	BioMed Central
13321	Journal of Cheminformatics	1758-2946	Springer
40734	Journal of Clinical Movement Disorders	2054-7072	BioMed Central
13677	Journal of Cloud Computing	2192-113X	Springer
40949	Journal of Congenital Cardiology	2056-7251	BioMed Central
40337	Journal of Eating Disorders	2050-2974	BioMed Central
41610	Journal of Ecology and Environment	2288-1220	BioMed Central
13002	Journal of Ethnobiology and Ethnomedicine	1746-4269	BioMed Central
41476	Journal of the European Optical Society-Rapid Publications	1990-2573	Springer
13046	Journal of Experimental & Clinical Cancer Research	1756-9966	BioMed Central
40634	Journal of Experimental Orthopaedics	2197-1153	Springer
13047	Journal of Foot and Ankle Research	1757-1146	BioMed Central
10194	The Journal of Headache and Pain	1129-2377	Springer
41043	Journal of Health, Population and Nutrition	2072-1315	BioMed Central
13045	Journal of Hematology & Oncology	1756-8722	BioMed Central
40425	Journal for ImmunoTherapy of Cancer	2051-1426	BioMed Central
13660	Journal of Inequalities and Applications	1029-242X	Springer
12950	Journal of Inflammation	1476-9255	BioMed Central
13731	Journal of Innovation and Entrepreneurship	2192-5372	Springer
12970	Journal of the International Society of Sports Nutrition	1550-2783	BioMed Central
13174	Journal of Internet Services and Applications	1869-0238	Springer
13408	The Journal of Mathematical Neuroscience	2190-8567	Springer

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13362	Journal of Mathematics in Industry	2190-5983	Springer
13256	Journal of Medical Case Reports	1752-1947	BioMed Central
12951	Journal of Nanobiotechnology	1477-3155	BioMed Central
11689	Journal of Neurodevelopmental Disorders	1866-1955	BioMed Central
12984	Journal of NeuroEngineering and Rehabilitation	1743-0003	BioMed Central
12974	Journal of Neuroinflammation	1742-2094	BioMed Central
12995	Journal of Occupational Medicine and Toxicology	1745-6673	BioMed Central
12348	Journal of Ophthalmic Inflammation and Infection	1869-5760	Springer
13018	Journal of Orthopaedic Surgery and Research	1749-799X	BioMed Central
10195	Journal of Orthopaedics and Traumatology	1590-9999	Springer
40463	Journal of Otolaryngology - Head & Neck Surgery	1916-0216	BioMed Central
13048	Journal of Ovarian Research	1757-2215	BioMed Central
41687	Journal of Patient-Reported Outcomes	2509-8020	Springer
13202	Journal of Petroleum Exploration and Production Technology	2190-0566	Springer
40780	Journal of Pharmaceutical Health Care and Sciences	2055-0294	BioMed Central
40545	Journal of Pharmaceutical Policy and Practice	2052-3211	BioMed Central
40101	Journal of Physiological Anthropology	1880-6805	BioMed Central
41072	Journal of Shipping and Trade	2364-4575	Springer
40411	Journal of Software Engineering Research and Development	2195-1721	Springer
40488	Journal of Statistical Distributions and Applications	2195-5832	Springer
12967	Journal of Translational Medicine	1479-5876	BioMed Central
10086	Journal of Wood Science	1611-4663	Springer
40468	Language Testing in Asia	2229-0443	Springer
40504	Life Sciences, Society and Policy	2195-7819	Springer
41377	Light: Science & Applications	2047-7538	Springer Nature
12944	Lipids in Health and Disease	1476-511X	BioMed Central
41115	Living Reviews in Computational Astrophysics	2365-0524	Springer
41114	Living Reviews in Relativity	1433-8351	Springer
41116	Living Reviews in Solar Physics	1614-4961	Springer
12936	Malaria Journal	1475-2875	BioMed Central
41200	Marine Biodiversity Records	1755-2672	BioMed Central
40243	Materials for Renewable and Sustainable Energy	2194-1467	Springer
41313	Materials Theory	2509-8012	Springer
40748	Maternal Health, Neonatology and Perinatology	2054-958X	BioMed Central
40902	Maxillofacial Plastic and Reconstructive Surgery	2288-8586	Springer
42409	Measurement Instruments for the Social Sciences	2523-8930	BioMed Central
40759	Mechanics of Advanced Materials and Modern Processes	2198-7874	Springer
12934	Microbial Cell Factories	1475-2859	BioMed Central
40168	Microbiome	2049-2618	BioMed Central
41378	Microsystems & Nanoengineering	2055-7434	Springer Nature

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13100	Mobile DNA	1759-8753	BioMed Central
13229	Molecular Autism	2040-2392	BioMed Central
13041	Molecular Brain	1756-6606	BioMed Central
12943	Molecular Cancer	1476-4598	BioMed Central
40348	Molecular and Cellular Pediatrics	2194-7791	Springer
13039	Molecular Cytogenetics	1755-8166	BioMed Central
10020	Molecular Medicine	1528-3658	BioMed Central
13024	Molecular Neurodegeneration	1750-1326	BioMed Central
40462	Movement Ecology	2051-3933	BioMed Central
40248	Multidisciplinary Respiratory Medicine	2049-6958	BioMed Central
40893	Multiple Sclerosis and Demyelinating Disorders	2056-6115	BioMed Central
11671	Nanoscale Research Letters	1556-276X	Springer
41467	Nature Communications	2041-1723	Nature Research
13064	Neural Development	1749-8104	BioMed Central
42434	NeuroCommons	2524-4159	BioMed Central
41427	NPG Asia Materials	1884-4057	Nature Research
41699	npj 2D Materials and Applications	2397-7132	Nature Research
41514	npj Aging and Mechanisms of Disease	2056-3973	Nature Research
41522	npj Biofilms and Microbiomes	2055-5008	Nature Research
41523	npj Breast Cancer	2374-4677	Nature Research
41545	npj Clean Water	2059-7037	Nature Research
41612	npj Climate and Atmospheric Science	2397-3722	Nature Research
41524	npj Computational Materials	2057-3960	Nature Research
41746	npj Digital Medicine	2398-6352	Nature Research
41528	npj Flexible Electronics	2397-4621	Nature Research
41525	npj Genomic Medicine	2056-7944	Nature Research
41529	npj Materials Degradation	2397-2106	Nature Research
41526	npj Microgravity	2373-8065	Nature Research
41531	npj Parkinson's Disease	2373-8057	Nature Research
41698	npj Precision Oncology	2397-768X	Nature Research
41533	npj Primary Care Respiratory Medicine	2055-1010	Nature Research
41534	npj Quantum Information	2056-6387	Nature Research
41535	npj Quantum Materials	2397-4648	Nature Research
41536	npj Regenerative Medicine	2057-3995	Nature Research
41537	npj Schizophrenia	2334-265X	Nature Research
41538	npj Science of Food	2396-8370	Nature Research
41539	npj Science of Learning	2056-7936	Nature Research
42796	npj Sustainable Oceans	2524-759X	Springer Nature
41540	npj Systems Biology and Applications	2056-7189	Nature Research
42949	npj Urban Sustainability	2661-8001	Springer Nature

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41541	npj Vaccines	2059-0105	Nature Research
41387	Nutrition & Diabetes	2044-4052	Springer Nature
12937	Nutrition Journal	1475-2891	BioMed Central
12986	Nutrition & Metabolism	1743-7075	BioMed Central
41389	Oncogenesis	2157-9024	Springer Nature
42522	One Health Outlook	2524-4655	BioMed Central
40965	Open Geospatial Data, Software and Standards	2363-7501	Springer
13023	Orphanet Journal of Rare Diseases	1750-1172	BioMed Central
41599	Palgrave Communications	2055-1045	Palgrave Macmillan
13071	Parasites & Vectors	1756-3305	BioMed Central
12989	Particle and Fibre Toxicology	1743-8977	BioMed Central
13570	Pastoralism	2041-7136	Springer
13037	Patient Safety in Surgery	1754-9493	BioMed Central
12969	Pediatric Rheumatology	1546-0096	BioMed Central
13741	Perioperative Medicine	2047-0525	BioMed Central
13010	Philosophy, Ethics, and Humanities in Medicine	1747-5341	BioMed Central
40814	Pilot and Feasibility Studies	2055-5784	BioMed Central
13007	Plant Methods	1746-4811	BioMed Central
41479	Pneumonia	2200-6133	BioMed Central
12963	Population Health Metrics	1478-7954	BioMed Central
40813	Porcine Health Management	2055-5660	BioMed Central
40645	Progress in Earth and Planetary Science	2197-4284	Springer
12953	Proteome Science	1477-5956	BioMed Central
41155	Psicologia: Reflexão e Crítica	1678-7153	Springer
40985	Public Health Reviews	2107-6952	BioMed Central
13014	Radiation Oncology	1748-717X	BioMed Central
40807	Renewables: Wind, Water, and Solar	2198-994X	Springer
12958	Reproductive Biology and Endocrinology	1477-7827	BioMed Central
12978	Reproductive Health	1742-4755	BioMed Central
41073	Research Integrity and Peer Review	2058-8615	BioMed Central
40900	Research Involvement and Engagement	2056-7529	BioMed Central
12931	Respiratory Research	1465-993X	BioMed Central
12977	Retrovirology	1742-4690	BioMed Central
40693	Revista Chilena de Historia Natural	0717-6317	BioMed Central
12284	Rice	1939-8433	Springer
40648	ROBOMECH Journal	2197-4225	Springer
13049	Scandinavian Journal of Trauma, Resuscitation and Emergency Medicine	1757-7241	BioMed Central
41597	Scientific Data	2052-4463	Nature Research
41598	Scientific Reports	2045-2322	Nature Research
13013	Scoliosis and Spinal Disorders	2397-1789	BioMed Central

Journal ID	Title	ISSN electronic	Imprint
13388	Security Informatics	2190-8532	Springer
41392	Signal Transduction and Targeted Therapy	2059-3635	Springer Nature
42491	Signals	2524-4450	BioMed Central
13395	Skeletal Muscle	2044-5040	BioMed Central
41606	Sleep Science and Practice	2398-2683	BioMed Central
40713	Smart Water	2198-2619	Springer
13029	Source Code for Biology and Medicine	1751-0473	BioMed Central
40798	Sports Medicine - Open	2198-9761	Springer
40793	Environmental Microbiomes		BioMed Central
13287	Stem Cell Research & Therapy	1757-6512	BioMed Central
13011	Substance Abuse Treatment, Prevention, and Policy	1747-597X	BioMed Central
40792	Surgical Case Reports	2198-7793	Springer
42055	Sustainable Earth	2520-8748	BioMed Central
13643	Systematic Reviews	2046-4053	BioMed Central
12976	Theoretical Biology and Medical Modelling	1742-4682	BioMed Central
12959	Thrombosis Journal	1477-9560	BioMed Central
13044	Thyroid Research	1756-6614	BioMed Central
41231	Translational Medicine Communications	2396-832X	BioMed Central
40035	Translational Neurodegeneration	2047-9158	BioMed Central
41398	Translational Psychiatry	2158-3188	Springer Nature
13063	Trials	1745-6215	BioMed Central
40794	Tropical Diseases, Travel Medicine and Vaccines	2055-0936	BioMed Central
41182	Tropical Medicine and Health	1349-4147	BioMed Central
13089	The Ultrasound Journal	2524-8987	Springer
42854	Urban Transformations	2524-8162	BioMed Central
13567	Veterinary Research	1297-9716	BioMed Central
12985	Virology Journal	1743-422X	BioMed Central
40327	Visualization in Engineering	2213-7459	Springer
40695	Women's Midlife Health	2054-2690	BioMed Central
13017	World Journal of Emergency Surgery	1749-7922	BioMed Central
12957	World Journal of Surgical Oncology	1477-7819	BioMed Central
40851	Zoological Letters	2056-306X	BioMed Central

**Schedule 2 to Pure Open Access Journal Publishing Product Terms:
APC Fund, APC Rate and Publication Corridor**

	2019 (from July 15 to December 31)	2020	2021
Pure OA Publishing Fee ("APC Fund")	800 622 €	Licensors will calculate the APC Fund based on the Article Base of the year 2020 multiplied by the Agreed APC Rate	Licensors will calculate the APC Fund based on the Article Base of the year 2021 multiplied by the Agreed APC Rate
Agreed APC Rate	1 775 €	1 775 €	1775 €
Number of Eligible Articles ("Article Base")	451	Licensors will calculate Article Base on a pro rated basis as follows: 1) Eligible Articles with an Approval Date between July 15 and December 31 2019, divided through 24 (weeks during said time frame), which is then multiplied by 28 (weeks between Jan 1 and July 14) which are the "Pro Rated Articles" for 2019), 2) Licensors will add the Pro Rated Articles to the number of Eligible Articles with an Approval Date between July 15 and December 31 2019, and 3) increase the sum by 7%	Licensors will calculate Article Base based on Eligible Articles with an Approval Date within the previous calendar year during the Term, increased by 7%
Number of Eligible Articles (top of corridor) ("Article Max")	474	105% of the current year Article Base	105% of the current year Article Base
Number of Eligible Articles (bottom of corridor) ("Article Min")	428	95 % of the current year Article Base	95 % of the current year Article Base

- The parties agree to the APC Funds as per the table above. The APC Fund is based on a mutually agreed discounted APC Rate ("Agreed APC Rate") and the Article Base, which represents the expected article output of all Licensees during a respective calendar year of the Term, based on previous year's output. The parties agree to an increase of the Article Base by 7% during each year of the Term, such growth is already reflected in the table above.

For the purposes of calculation of the APC Fund for 2019: In case of Licensees which Eligible Authors have not published Eligible Articles in the Open Access Journals during 2018, a Minimum Fee of 1 822 € per Licensee will be added to the APC Fund and one article for each paid Minimum Fee of these Licensees will be added to the Article Base.

For the purposes of calculation of the APC Fund for 2020 and 2021: In case of Additional Organisations which opt-in in accordance with clause 5.1 of the Product Terms, and which Eligible Authors have not published Eligible Articles in the Open Access Journals in the year prior to the opt-in, a Minimum Fee of 1 822 € per Licensee will be added to the APC Fund and one article for each paid Minimum Fee by an Additional Organisation will be added to the Article Base.

- The parties further agree to the following publication corridor ("Publication Corridor"), to consider the possibility that the number of Eligible Articles being published exceeds the Article Base ("Overpublishing") or the possibility that the number of Eligible Articles being published is below the Article Base ("Under-publishing").
 - Overpublishing**
Licensees may publish additional Eligible Articles at no extra cost up to the top of the corridor, i.e. the number indicated as Article Max in the table above. For each article published above the Article Max, the provisions of clause 3.1.4 of the Product Terms will apply. In such case, the APC will be based on standard list price APC for

the respective journal (and which for the avoidance of doubt is not the APC set forth in Schedule 2 to these Product Terms) and the additional APCs will then be invoiced to the corresponding Licensee or the Eligible Author separately, as set forth in clause 3.1.4 of the Product Terms.

b. Under-publishing

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

General Terms and Conditions to the Agreement

These **General Terms and Conditions** are part of and incorporated into the Agreement by and between Licensor and Customer and Licensee.

1. Definitions

1.1 **“Additional Organisation”** means a) any academic, governmental or research organisation, which is located in Sweden and b) the Swedish Research Institute in Istanbul and the Swedish Institute of Classical Studies in Rome, if such organization participates in the 'Bibsam Consortium'.

1.2 **“Affiliate”** means a party controlling, controlled by, or under common control with another party, where “control” means the direct or indirect ownership of at least fifty percent (50%) of the stock or other equity interest of a party.

1.3 **“Archive Content”** means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of this License Agreement.

1.4 **“Authorized Users”** means Licensee’s full-, part-time and retired faculty members, students, staff, researchers, contractors (provided that use by a contractor of Licensee is authorized solely to the extent it is for the benefit of Licensee, and not for the benefit of the contractor or any third party), and walk-in users.

1.5 **“Commencement Date”** means the date from which Licensee is granted access to the Content (or right to open access publication) under individual Product Terms with respect 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 Licensee under this License Agreement.

1.7 **“Continuing Access”** means Licensee’s continuing without limitation in time access to the Content after the Term, subject always to all provisions of this Agreement, excluding, however, the obligation to pay License Fees and/or any other cost.

1.8 **“Licensee”** means each of the parties identified as “Licensee” in the License Details. For sake of clarity, each Licensee is an independent party to this Agreement. The Licensees listed in the License Details shall not to be treated as a collective with joint liability.

1.9 **“Licensor”** means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.

1.10 **“Platforms”** means Licensor’s websites and other content delivery systems used by Licensee and Authorized Users to access Licensor’s content and/or to submit articles for open access publication pursuant to this License Agreement.

1.11 **“Product”** means the specific category of Content identified in individual Product Terms.

1.12 **“Product Terms”** mean the terms and conditions applicable to specific categories of Content.

1.13 **“Term”** means the effective period of this Agreement for an individual Product, as set forth in the Product Terms, including any renewal term.

2. Grant and Scope of License

2.1 Subject to Licensee’s compliance with the License Agreement, and except as otherwise stated herein, Licensor hereby grants Licensee a non-exclusive and non-transferrable license to:

2.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in the License Agreement;

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

2.1.3 transmit to a non-commercial library single items of Content only for personal, educational, scientific, or research purposes. Such transmission shall be by post, fax or secure electronic transmission; the electronic file must retain the relevant copyright notice and, if printed, shall be deleted immediately after printing. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

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

2.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content,

2.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, chapters or other individual items of the Content,

2.2.3 use single articles, chapters or other individual items of the Content for academic course materials with all rights notices duly presented,

2.2.4 publicly display individual parts of the Content as part of a presentation at a seminar, conference, or workshop, or other similar event, to the extent required to facilitate the scientific or educational discourse involving the information contained in the Content, with the appropriate credentials,

2.2.5 distribute a copy of individual articles or items of the Content in print or electronic form to other individual scholars collaborating with Authorized Users, but in no case for commercial purposes nor in any means or magnitude as to act as a replacement for that third party recipient's own subscription to the Content,

2.2.6 when reading or visually impaired, use Braille displays, voice synthesizers and other such devices to enable use of the Content,

2.2.7 use the Content for Text and Data Mining as described in Attachment 3.

3. Prohibited Uses

3.1 Except as permitted by applicable law or this License Agreement, neither Licensee nor Authorized Users shall:

3.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

3.1.2 update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

3.1.3 re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,

3.1.4 systematically download any Content, 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,

3.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

3.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

3.2 Nothing in this License Agreement shall be taken to restrict, limit or curtail any acts done or authorized by Licensee or Authorized Users in relation to the Content or any part thereof which are or will be permitted under mandatory Swedish law during the Term. In the event of any conflict between the provisions of this License Agreement and the provisions of Swedish law, the provisions of Swedish law shall prevail.

4. Rights and Obligations of Licensor

4.1 Licensor will control access to the Content through Internet Protocol ("IP") authentication or another identification method reasonably determined by Licensor and agreed by Licensee.

4.2 Licensor reserves the right to monitor, investigate and analyse all available data including log files to detect misuse of the Content to extent permitted by applicable privacy and data protection laws.

4.3 Licensor will comply with the technical requirements as specified in Attachment 4.

4.4 Licensor shall provide continuous online access to the Content through the Platforms and to the Article Approval System, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, and (b) server and software maintenance, to be notified in advance to Customer and Licensee when possible ("Unavailability"); and restore access to the Content as promptly as possible in the event of Unavailability, but in all cases no later than two (2) business days from notification from Licensee ("Grace Period"). If the Unavailability continues beyond the Grace Period, Customer shall be entitled to a pro-rata refund of any pre-paid License Fees (excluding Publishing Fee) on behalf of the affected Licensee for the affected Product to Customer. Licensor will refund the Customer with an amount calculated as follows:

- [Annual License Fee (excluding Publishing Fee) for affected Product] x [Number of full days of Unavailability after the expiry of Grace Period divided by 365]

The above shall not limit any rights of Licensee under mandatory Swedish law.

In the event that Licensor ceases to provide access to Continuing Access Content or Archive Content as a standard offering through the Platforms after expiration of the Term, Licensor will provide access to such Content to Licensee through the digital preservation services referred to in Section 4.5 below, to the extent Licensor has, at the time of such event, entered into agreements with such digital preservation services, and to the extent Licensor's rights to the Content permit. If the foregoing is not feasible, Licensor may provide access through other means, which may include, without limitation, physical media.

All of Licensor's obligations and Customer's and Licensee's rights under this Section 4.4 are subject to (i) Customer's timely payment of the License Fees and full compliance with this Agreement and Licensor's reasonable instructions regarding access to the Content (which may include, among other instructions, the update of software), (ii) Licensor's receipt of prompt notification of a loss of access or interruption, specifying the circumstances in reasonable details, including affected Licensee and Product. Further, Licensor shall have no obligation under this Section 4.4 for any Unavailability caused in whole or in part by a Licensee or its Authorized Users.

4.5 Licensor cooperates with a number of digital preservation services provided by e.g. CLOCKSS, LOCKSS and Portico for the preservation of certain online products of Licensor. In the case of a triggering event set forth in Licensor's agreements with the digital preservation services, Licensee may be entitled to access the Content pursuant to such agreements. It is in Licensor's sole discretion to enter into or to continue such agreements.

4.6 Licensor reserves the right to discontinue publication or distribution of 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, 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. Licensor will use reasonable efforts in line with Licensor's standard policies to inform Customer and Licensee with respect to the discontinuation of parts of the Content.

4.7 Licensor retains all right, title, and interest in and to the Content, and any trademarks, patent rights, copyrights, and rights to any ideas and designs relating to the Content, the Platforms, and all software used to access the same.

4.8 Licensor will provide Customer and Licensee with detailed lists of all journals included in the Content of the

following year each 15th of September of the Term. Such lists shall be delivered in MS Excel format and shall include: title, print ISSN and online ISSN, URL, access start year, volume, issue, MARC records (when applicable), as well as a clear indication of the Open Access journals.

5. Rights and Obligations of Licensee

5.1 Licensee shall at all times use reasonable measures to implement current industry standard physical, administrative, and technical measures to (a) restrict access and use of the Content to Authorized Users as permitted under this License Agreement, (b) maintain the security and integrity of the Content accessible on or through Licensee's network, and (c) ensure that all Authorized Users are notified of and comply with the usage restrictions set forth in this License Agreement. Licensee shall terminate access for any individual who ceases to be an Authorized User for any reason.

5.2 Licensee shall promptly inform Licensor of any breaches in security in Licensee's network or its accounts which may result in unauthorized access to the Content.

5.3 If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall immediately inform Licensor 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 this License Agreement.

5.4 Licensee 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 Licensee's own negligence or wilful misconduct, (ii) Licensee fulfils its obligations under Section 5 and (iii) Licensee 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.

6. License Fees

6.1 Customer shall pay the fees set forth in the Agreement (the "**License Fees**") within 60 days from reception of the invoice. 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. Customer 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 6.1, and will then only be obliged to pay the actual damage.

6.2 All amounts payable by Customer 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 similar taxes are or become chargeable, Customer will reimburse Licensor 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. Licensor shall provide to Customer an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Customer is not entitled to deduct these taxes from the principal amounts. Customer shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of the remittance.

6.3 The License Fee, or any portion thereof, may be invoiced by a Licensor Affiliate, or by an agent designated by Licensor. Payment will be deemed made when received (i) by Licensor, (ii) a Licensor Affiliate, (iii) an agent designated by Licensor, or, (iv) with Licensor's prior written consent, an agent designated by Customer.

7. Term and Termination

7.1 Either Licensor or Customer (on its own behalf and/or on behalf of each individual Licensees) may terminate the Agreement immediately upon notice to the other party if the other party (including, with respect to Customer, an individual Licensee) 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.

7.2 The Parties recognize (amongst other) the following events as material breach: (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

7.3 In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.

7.4 Licensor may suspend the provision of the Content to a Licensee with immediate effect on notice if Licensor has reasonable grounds to believe that the Content is being used in a manner contrary to the terms of this License Agreement which poses in Licensor's reasonable opinion, a material risk to Licensor or its Affiliates, without prejudice to any other rights Licensor may have at law or in equity. For the avoidance of doubt, if Licensor suspends the provision of the Content pursuant to this Section 7.4 without having objective reasonable grounds for the suspension, Licensee's rights as per Section 4.4. shall apply accordingly.

7.5 In the event of termination or expiration of the License Agreement for any reason (a) the license grant shall terminate with regard to the Content, (b) Licensee shall discontinue accessing the Content via the Platforms, and (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums. At Licensor's request, Licensee shall provide a certificate executed by an officer of Licensee attesting that such deletion or destruction has been fully effectuated. For clarity, however, the first two sentences of this Section 7.5 do not apply upon expiration of the Term of a Product with Continuing Access specified in the applicable Product Terms. All indemnification, confidentiality, and payment obligations in the Agreement up to the termination date shall survive such termination or expiration.

7.6 Any termination or suspension right under this Section 7 may be exercised by or against Customer, or an individual Licensee, provided that in the case of termination by Licensor with respect to an individual Licensee, or termination by an individual Licensee with respect to Licensor, this Agreement shall remain in effect with respect to all other Licensees.

7.7 On termination by Customer pursuant to sections 7.1 or 7.2, Licensor shall forthwith refund the proportion of the License Fee that represents the paid but unexpired part of the Term and the paid but unused part of the APC Fund, in addition to other damages or compensation (if provided for under mandatory Swedish law).

8. Representations, Warranties, Indemnification

8.1 Licensor represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Licensee in accordance with the License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.

8.2 Licensor shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorized User other than as expressly permitted under this Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorized User's wilful misconduct, negligence, operator error, use other than in accordance with user documentation made available by Licensor; (c) failure by Licensee to implement recommendations previously advised by Licensor in respect of, or solutions for, faults in the Content or the Platforms; or (d) the de-compilation or modification of the Content or its merger with any other program by any person other than Licensor.

8.3 Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns from and against any and all third party claims, demands, obligations, costs, losses and liabilities (including reasonable attorney fees if a defence is not provided by Licensor, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Licensee which arise out of a violation of Licensor's representations and warranties set forth herein, subject to the conditions that Licensee (a) notifies Licensor immediately upon becoming aware of any such third-party claim, (b) does not attempt to compromise or settle the claim, (c) provides Licensor with all reasonably requested information and assistance, and (d) permits Licensor to have sole conduct of the defence and/or settlement of such claim with counsel of Licensor's choice at its expense.

8.4 Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, Licensor provides the content "as is" and makes no other representation or warranty. Licensor expressly 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. The parties shall not be liable for any special, incidental, consequential, punitive or exemplary damages, even if they have been advised of the possibility of such damages. Each party liability for any and all claims under this Agreement is limited to an amount corresponding

with the License Fees actually paid to Licensor in the 12-month period immediately preceding the event giving rise to a claim.

8.5 Customer represents and warrants that it has the requisite authority to enter into this Agreement on behalf of Licensee and that it is fully and unconditionally authorized so to act and to bind such entity to this Agreement, and it has provided a copy of the Agreement to Licensee or afforded Licensee the opportunity to review it.

9. General

9.1 Licensor may assign its rights or delegate its obligations, or any part thereof under the Agreement, or use subcontractors, without the prior consent of Customer or Licensee. Licensor will require any such party to comply with Licensor's obligations under this Agreement. Customer is entitled to hold Licensor liable should the assignee/subcontractor not perform in accordance with the Licensor's obligations laid out in this Agreement. Customer or Licensee may not assign its rights or delegate its obligations or any part thereof under the Agreement without the prior consent of Licensor. Any attempt by Customer or Licensee to assign or delegate any rights or obligations set forth in the Agreement without Licensor's prior consent shall be null and void.

9.2 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, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades in effect on or after the Effective Date of this Agreement, national or regional emergencies, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Agreement.

9.3 If any covenant or other provision of the Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.

9.4 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 or its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by all 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.

9.5 In case of a conflict or ambiguity between these General Terms and Conditions and the Product Terms, the Product Terms shall prevail.

9.6 The Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of Sweden.

9.7 The parties acknowledge and agree that any controversies and disputes arising out of the Agreement shall be decided exclusively by the courts of Stockholm, Sweden.

9.8 All notices given pursuant to the Agreement shall be in writing and shall be deemed given (a) if delivered by internationally recognized courier service, upon confirmed delivery, or (b) if delivered by certified or registered mail, return receipt requested, upon the earlier of receipt or three (3) days after posting. Notice to Licensor shall be to the then-current licensing manager at the address set forth above with a copy to Springer Nature, Licensing Control, Van Godewijckstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands. Notice to Customer shall be to the address set forth in the License Details. Any notices given under this Agreement must also be sent, on the day of dispatch by email to the recipient's email address specified in License Details or the email address of the licensing manager, as the case may be.

This contract is solely for Licensor's and Licensee's benefit (and Customer's where applicable). It is not for the benefit of any other person, except for permitted successors and assigns under this contract.