SpringerNature Electronic Products

Auszug aus dem Lizenzvertrag Abridged version of License Agreement

(...)

1. Definitions

(...)

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

(...)

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.

(...)

1.11. "Platforms" means Licensor's websites and other content delivery systems used by Licensee and Authorized Users to access Licensor's content pursuant to this License Agreement.

(...)

- "Artificial Intelligence ("AI") refers to the branch of computer science that is designed to mimic human cognitive functions such as learning, reasoning, problem-solving, understanding natural language, recognizing patterns, and making decisions.
- "Science Tracking": means the exploitation of user tracking methods, including the combination with data acquired from other sources, with the goal of creating and possibly monetizing scientific profiles or influencing scientific research and publishing.

2.Grant and Scope of License

- **2.1.** Subject to Licensee's compliance with the License Agreement, and except as otherwise stated herein, Licensor hereby grants Licensee a non-exclusive, revocable and non-transferrable license to:
 - **2.1.1.** permit Authorized Users to access the Content for the duration and in the manner set forth in the License Agreement;
 - **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 articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Licensee's staff, and shall be made by hand, post, fax or 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.
- **2.2.** Authorized Users may solely for their personal educational, scientific, or research purposes:
 - **2.2.1.** access (including by remote access, with the exception of walk-in users), browse, view, collate, display, search and retrieve the Content;
 - **2.2.2.** download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, eBooks and portions thereof, individual database outputs, graphs, reports or other individual items of the Content;
 - **2.2.3.** use single articles, eBooks and portions thereof, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented, and
 - **2.2.4.** use the Springer Nature SharedIt functionality when available, or other means when necessary, to transmit single articles, chapters or other individual items of Content to third-party members of the Authorized Users' research group(s) for personal, scholarly, educational, or research use, but in no case for commercial purposes, nor in any manner that would serve as a replacement for a subscription to the Content.

3. Prohibited Uses

- **3.1.** Neither Licensee nor Authorized Users shall:
 - **3.1.1.** remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

- **3.1.2.** except as permitted by applicable law or this License Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content for clarity, such prohibition extends to doing any of the foregoing with the use of artificial intelligence (AI) models or systems
- **3.1.3.** except as permitted by Section 2 or by applicable law or this License Agreement, re-distribute, reproduce, or transmit the Content by any means including electronic (e.g., via e-mail, FTP) nor post it on personal or public websites or on public networks,
- **3.1.4.** systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and metadata), such as web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the License Agreement,
- **3.1.5.** directly or indirectly use or assist any third party to use the Content (including without limitation any data derived from the Content) to (i) create products or services that would compete with or negatively affect Licensor or Licensor's Affiliates products or services, or (ii) 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.** use any part of the Content (including without limitation any data derived from the Content) to develop, train, program, improve, and/or enrich, directly or indirectly, any AI model or system which is or may be accessible by a third party (other than Licensee and Authorized Users), or permit third parties to do so. Notwithstanding the foregoing, it is not prohibited to use limited portions of the Content in prompts and queries in an AI system. For clarity, any use of Content of Licensee or Authorized Users in connection with a) an AI model or system only accessible to Licensee and Authorized Users, or b) using portions of the Content in prompts or queries with a third party AI model or system are not subject of the rights granted in this License Agreement and are Licensee's or Authorized Users sole responsibility. For clarity, Licensee acknowledges and accepts that Licensor extends no representations or warranties, whether express or implied, as to the legality or non-infringement of using Content in connection with an AI model or system described in this Section.

Licensor and Customer agree to monitor and mutually discuss the legal and technological developments related to AI to the extent needed to interpret rights and obligations related to the License Agreement, and if required, mutually amend the License Agreement.

- **3.1.7.** otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.
- **3.1.8.** For the avoidance of doubt, (i) non-derogable statutory rights of Authorized Users or Licensees under German or other applicable law are not restricted by this Section 3 and (ii) certain content made available to Licensee may be subject to and licensed under open access license terms ("Open Access Content") Open Access Content is solely

subject to the applicable open access license terms, specified within the content. For the avoidance of doubt, payment of License Fees is not related to the access or use rights with respect to Open Access Content.

(...)