



LICENSE AGREEMENT

LICENSE DETAILS

Quote ID: Q-51443

Customer: Oregon State University

Primary Address: The Valley Library 121, 97331 Corvallis, Oregon, United States

This License Agreement between Springer Nature Customer Service Center LLC, 1 New York Plaza, Suite 4600, New York, New York, 10004-1562, USA ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto and to the License Agreement with License ID 71183 (as further amended with the deletion of Section 8 – Confidentiality).

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

Oregon State University - Springer Nature collaboration

Offer valid to: October 31, 2022

Quote Table (Q-51443-2023)

Start Date: January 01, 2023 End Date: December 31, 2023

Product Family	Product Terms ¹	Access Type ²	Customer Price ³ (License Fee)
Palgrave Macmillan Journals	A1		\$2,362.68
Scientific American	A4		\$3,428.01
Springer Journals	A1		\$342,965.85
Academic Journals on nature.com	A1		\$6,943.23
Total			\$355,699.77

Quote Table (Q-51443-2024)

Start Date: January 01, 2024 End Date: December 31, 2024

Product Family	Product Terms ¹	Access Type ²	Customer Price ³ (License Fee)
Palgrave Macmillan Journals	A1		\$2,480.81
Springer Journals	A1		\$360,114.14
Scientific American	A4		\$3,633.69
Academic Journals on nature.com	A1		\$7,290.39
Total			\$373,519.03

1. Label of the applicable Product Terms

2. Indication for access type: CA = Continuing Access, AO = Access Only. However, the specific access rights are detailed in, and governed by the Product Terms relevant for the Product Family.

3. Prices do not include taxes.

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.

1 Payment Terms

1.1 The License Fee(s) is/are due within 30 days from the date of invoice.

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

<p>CUSTOMER Oregon State University</p> <p>Signature:</p> <p>DocuSigned by: <i>Brian Kinsey</i> C671FC8B5F90479...</p> <hr/> <p>Brian Kinsey Name: Oregon State University Title: Procurement Manager Date: 9/30/2022 15:54:46 PDT</p>	<p>LICENSOR</p> <p>Signature:</p> <p><i>Maria Lopes</i></p> <p>Name: Maria Lopes Title: Vice President, Institutional Sales Date: September 20, 2022</p> <p>Signature:</p> <p><i>Carolyn Honour</i></p> <p>Name: Carolyn Honour Title: Chief Commercial Officer Date: September 20, 2022</p>
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Attachment 1

Customer and Licensee Information

Customer Information:

- Legal Entity Name: Oregon State University
- Address: The Valley Library 121, 97331 Corvallis, Oregon, United States
- Contact Individual: Kerri Goergen-Doll, Interim Associate University Librarian, kerri.goergen-doll@oregonstate.edu
- VAT / GST / Indirect Tax Reg. No.: USNOF
- Business Partner ID: 8200831879

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Product Terms (A1)
Single Title Journal Subscriptions and Legacy Sets
(Springer, Adis, Palgrave Macmillan, Academic journals on nature.com)

1. Term and Access Rights

- 1.1 The Term shall begin on January 01, 2023 (the “Commencement Date”) and shall end on December 31, 2024.
- 1.2 Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 3.1 first published during the Term. After the Term, Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement
- 1.3 Access Only Journals: During the Term only, Licensee will be granted access to the Access Only Journals listed in Section 3.2 first published during the Term.
- 1.4 Backfile Access During the Term: In addition, during the Term only, Licensee will be granted access to the Content of titles listed in Sections 3.1 and 3.2 published beginning the later of (a) 1997 (b) the first date of publication or (c), the date on which Licensor first acquired publication rights.

2. Cessation of Publication / Transfers / Take-over

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

- (1) access to additional Content not presently licensed to Licensee with an approximate value equal to or greater than the value at the date of cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or
- (2) a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

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

- 2.2 **Transfer of Publishing Rights to Continuing Access Journals** If Licensor’s publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Licensor will use reasonable efforts to provide Licensee with Continuing Access to the Content of that Continuing Access Journal published by Licensor during the Term, either (a) online on the Platform, (b) online on the new publisher’s website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions
- 2.3 If Licensee subscribes to one or more journals from a third-party publisher which are acquired by Licensor during the Term (the “Take-Over Journals”), the Take-Over Journals may be added, by mutual

consent, to this License Agreement after expiration of Licensee's subscription with the third-party publisher, to the extent Licensor's acquired rights in the Take-Over Journals permit. The current year list price of the Take-Over Journals will be added to the License Fee. Licensor will notify Licensee of intended inclusion of Take-Over Journals in this License Agreement; Licensee may elect to exclude one or more of the Take-Over Journals from this License Agreement by notifying Licensor within 4 weeks after the date of Licensor's notice to Licensee.

3. Content

3.1 Continuing Access Journals

Springer Journals

	Product ID	Title	ISSN electronic	Year
1	261	Abdominal Radiology	1432-0509	2023-2024
2	11440	Acta Geotechnica	1861-1133	2023-2024
3	11738	Acta Physiologiae Plantarum	1861-1664	2023-2024
4	10488	Administration and Policy in Mental Health and Mental Health Services Research	1573-3289	2023-2024
5	10450	Adsorption	1572-8757	2023-2024
6	10460	Agriculture and Human Values	1572-8366	2023-2024
7	10457	Agroforestry Systems	1572-9680	2023-2024
8	13593	Agronomy for Sustainable Development	1773-0155	2023-2024
9	10461	AIDS and Behavior	1573-3254	2023-2024
10	13280	Ambio	1654-7209	2023-2024
11	12103	American Journal of Criminal Justice	1936-1351	2023-2024
12	10465	American Journal of Dance Therapy	1573-3262	2023-2024
13	12230	American Journal of Potato Research	1874-9380	2023-2024
14	726	Amino Acids	1438-2199	2023-2024
15	10470	Analog Integrated Circuits and Signal Processing	1573-1979	2023-2024
16	216	Analytical and Bioanalytical Chemistry	1618-2650	2023-2024
17	10071	Animal Cognition	1435-9456	2023-2024
18	10439	Annals of Biomedical Engineering	1573-9686	2023-2024
19	11881	Annals of Dyslexia	1934-7243	2023-2024
20	10479	Annals of Operations Research	1572-9338	2023-2024
21	10434	Annals of Surgical Oncology	1534-4681	2023-2024
22	10463	Annals of the Institute of Statistical Mathematics	1572-9052	2023-2024
23	10482	Antonie van Leeuwenhoek	1572-9699	2023-2024
24	13592	Apidologie	1297-9678	2023-2024
25	10495	Apoptosis	1573-675X	2023-2024
26	12010	Applied Biochemistry and Biotechnology	1559-0291	2023-2024
27	253	Applied Microbiology and Biotechnology	1432-0614	2023-2024
28	219	Applied Physics A + B		2023-2024
29	11482	Applied Research in Quality of Life	1871-2576	2023-2024
30	10499	Aquaculture International	1573-143X	2023-2024
31	10452	Aquatic Ecology	1573-5125	2023-2024
32	10498	Aquatic Geochemistry	1573-1421	2023-2024
33	27	Aquatic Sciences	1420-9055	2023-2024
34	13369	Arabian Journal for Science and Engineering	2191-4281	2023-2024

	Product ID	Title	ISSN electronic	Year
35	12517	Arabian Journal of Geosciences	1866-7538	2023-2024
36	244	Archives of Environmental Contamination and Toxicology	1432-0703	2023-2024
37	203	Archives of Microbiology	1432-072X	2023-2024
38	10508	Archives of Sexual Behavior	1573-2800	2023-2024
39	204	Archives of Toxicology	1432-0738	2023-2024
40	705	Archives of Virology	1432-8798	2023-2024
41	11829	Arthropod-Plant Interactions	1872-8847	2023-2024
42	13414	Attention, Perception, & Psychophysics	1943-393X	2023-2024
43	13313	Australasian Plant Pathology	1448-6032	2023-2024
44	10514	Autonomous Robots	1573-7527	2023-2024
45	13428	Behavior Research Methods	1554-3528	2023-2024
46	265	Behavioral Ecology and Sociobiology	1432-0762	2023-2024
47	10526	BioControl	1573-8248	2023-2024
48	10532	Biodegradation	1572-9729	2023-2024
49	10531	Biodiversity and Conservation	1572-9710	2023-2024
50	12155	BioEnergy Research	1939-1242	2023-2024
51	10533	Biogeochemistry	1573-515X	2023-2024
52	10530	Biological Invasions	1573-1464	2023-2024
53	12011	Biological Trace Element Research	1559-0720	2023-2024
54	10539	Biology & Philosophy	1572-8404	2023-2024
55	374	Biology and Fertility of Soils	1432-0789	2023-2024
56	10544	Biomedical Microdevices	1572-8781	2023-2024
57	10534	BioMetals	1572-8773	2023-2024
58	449	Bioprocess and Biosystems Engineering	1615-7605	2023-2024
59	10529	Biotechnology Letters	1573-6776	2023-2024
60	10546	Boundary-Layer Meteorology	1573-1472	2023-2024
61	10549	Breast Cancer Research and Treatment	1573-7217	2023-2024
62	10518	Bulletin of Earthquake Engineering	1573-1456	2023-2024
63	10064	Bulletin of Engineering Geology and the Environment	1435-9537	2023-2024
64	128	Bulletin of Environmental Contamination and Toxicology	1432-0800	2023-2024
65	11538	Bulletin of Mathematical Biology	1522-9602	2023-2024
66	445	Bulletin of Volcanology	1432-0819	2023-2024
67	223	Calcified Tissue International	1432-0827	2023-2024
68	10552	Cancer Causes & Control	1573-7225	2023-2024
69	10562	Catalysis Letters	1572-879X	2023-2024
70	441	Cell and Tissue Research	1432-0878	2023-2024
71	18	Cellular and Molecular Life Sciences	1420-9071	2023-2024
72	10570	Cellulose	1572-882X	2023-2024
73	10566	Child & Youth Care Forum	1573-3319	2023-2024
74	10560	Child and Adolescent Social Work Journal	1573-2797	2023-2024
75	12187	Child Indicators Research	1874-8988	2023-2024
76	10578	Child Psychiatry & Human Development	1573-3327	2023-2024
77	10583	Children's Literature in Education	1573-1693	2023-2024

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78	343	Chinese Journal of Oceanology and Limnology	1993-5005	2023-2024
79	10337	Chromatographia	1612-1112	2023-2024
80	42860	Clays and Clay Minerals	1552-8367	2023-2024
81	382	Climate Dynamics	1432-0894	2023-2024
82	10584	Climatic Change	1573-1480	2023-2024
83	10567	Clinical Child and Family Psychology Review	1573-2827	2023-2024
84	10067	Clinical Rheumatology	1434-9949	2023-2024
85	10615	Clinical Social Work Journal	1573-3343	2023-2024
86	10608	Cognitive Therapy and Research	1573-2819	2023-2024
87	13415	Cognitive, Affective, & Behavioral Neuroscience	1531-135X	2023-2024
88	396	Colloid and Polymer Science	1435-1536	2023-2024
89	10597	Community Mental Health Journal	1573-2789	2023-2024
90	580	Comparative Clinical Pathology	1618-565X	2023-2024
91	180	Computational Statistics	1613-9658	2023-2024
92	10606	Computer Supported Cooperative Work (CSCW)	1573-7551	2023-2024
93	10592	Conservation Genetics	1572-9737	2023-2024
94	12686	Conservation Genetics Resources	1877-7260	2023-2024
95	10591	Contemporary Family Therapy	1573-3335	2023-2024
96	40688	Contemporary School Psychology	2161-1505	2023-2024
97	410	Contributions to Mineralogy and Petrology	1432-0967	2023-2024
98	338	Coral Reefs	1432-0975	2023-2024
99	10611	Crime, Law and Social Change	1573-0751	2023-2024
100	11422	Cultural Studies of Science Education	1871-1510	2023-2024
101	11013	Culture, Medicine, and Psychiatry	1573-076X	2023-2024
102	40641	Current Climate Change Reports	2198-6061	2023-2024
103	11892	Current Diabetes Reports	1539-0829	2023-2024
104	40572	Current Environmental Health Reports	2196-5412	2023-2024
105	40725	Current Forestry Reports	2198-6436	2023-2024
106	294	Current Genetics	1432-0983	2023-2024
107	284	Current Microbiology	1432-0991	2023-2024
108	11920	Current Psychiatry Reports	1535-1645	2023-2024
109	12144	Current Psychology	1936-4733	2023-2024
110	10618	Data Mining and Knowledge Discovery	1573-756X	2023-2024
111	427	Development Genes and Evolution	1432-041X	2023-2024
112	125	Diabetologia	1432-0428	2023-2024
113	10624	Dialectical Anthropology	1573-0786	2023-2024
114	10620	Digestive Diseases and Sciences	1573-2568	2023-2024
115	10643	Early Childhood Education Journal	1573-1707	2023-2024
116	10393	EcoHealth	1612-9210	2023-2024
117	10021	Ecosystems	1435-0629	2023-2024
118	10646	Ecotoxicology.	1573-3017	2023-2024
119	10639	Education and Information Technologies	1573-7608	2023-2024
120	10648	Educational Psychology Review	1573-336X	2023-2024
121	10649	Educational Studies in Mathematics	1573-0816	2023-2024
122	11423	Educational Technology Research and Development	1556-6501	2023-2024

	Product ID	Title	ISSN electronic	Year
123	181	Empirical Economics	1435-8921	2023-2024
124	10664	Empirical Software Engineering	1573-7616	2023-2024
125	10668	Environment, Development and Sustainability	1573-2975	2023-2024
126	10651	Environmental and Ecological Statistics	1573-3009	2023-2024
127	10640	Environmental and Resource Economics	1573-1502	2023-2024
128	10641	Environmental Biology of Fishes	1573-5133	2023-2024
129	10311	Environmental Chemistry Letters	1610-3661	2023-2024
130	12665	Environmental Earth Sciences	1866-6299	2023-2024
131	10652	Environmental Fluid Mechanics	1573-1510	2023-2024
132	10653	Environmental Geochemistry and Health	1573-2983	2023-2024
133	267	Environmental Management	1432-1009	2023-2024
134	10661	Environmental Monitoring and Assessment	1573-2959	2023-2024
135	11356	Environmental Science and Pollution Research	1614-7499	2023-2024
136	12237	Estuaries and Coasts	1559-2731	2023-2024
137	10676	Ethics and Information Technology	1572-8439	2023-2024
138	10681	Euphytica	1573-5060	2023-2024
139	406	European Archives of Psychiatry and Clinical Neuroscience	1433-8491	2023-2024
140	787	European Child & Adolescent Psychiatry	1435-165X	2023-2024
141	217	European Food Research and Technology	1438-2385	2023-2024
142	421	European Journal of Applied Physiology	1439-6327	2023-2024
143	10096	European Journal of Clinical Microbiology & Infectious Diseases	1435-4373	2023-2024
144	228	European Journal of Clinical Pharmacology	1432-1041	2023-2024
145	10654	European Journal of Epidemiology	1573-7284	2023-2024
146	10342	European Journal of Forest Research	1612-4677	2023-2024
147	394	European Journal of Nutrition	1436-6215	2023-2024
148	431	European Journal of Pediatrics	1432-1076	2023-2024
149	10658	European Journal of Plant Pathology	1573-8469	2023-2024
150	10212	European Journal of Psychology of Education	1878-5174	2023-2024
151	10344	European Journal of Wildlife Research	1439-0574	2023-2024
152	107	European Journal of Wood and Wood Products	1436-736X	2023-2024
153	330	European Radiology	1432-1084	2023-2024
154	11692	Evolutionary Biology	1934-2845	2023-2024
155	10682	Evolutionary Ecology	1573-8477	2023-2024
156	221	Experimental Brain Research	1432-1106	2023-2024
157	11340	Experimental Mechanics	1741-2765	2023-2024
158	348	Experiments in Fluids	1432-1114	2023-2024
159	792	Extremophiles	1433-4909	2023-2024
160	10694	Fire Technology	1572-8099	2023-2024
161	10695	Fish Physiology and Biochemistry	1573-5168	2023-2024
162	12562	Fisheries Science	1444-2906	2023-2024
163	12223	Folia Microbiologica	1874-9356	2023-2024
164	12161	Food Analytical Methods	1936-976X	2023-2024
165	11947	Food and Bioprocess Technology	1935-5149	2023-2024
166	10068	Food Science and Biotechnology	2092-6456	2023-2024

	Product ID	Title	ISSN electronic	Year
167	12571	Food Security	1876-4525	2023-2024
168	11707	Frontiers of Earth Science	2095-0209	2023-2024
169	13225	Fungal Diversity	1878-9129	2023-2024
170	12147	Gender Issues	1936-4717	2023-2024
171	10722	Genetic Resources and Crop Evolution	1573-5109	2023-2024
172	10709	Genetica	1573-6857	2023-2024
173	10708	GeoJournal	1572-9893	2023-2024
174	367	Geo-Marine Letters	1432-1157	2023-2024
175	10291	GPS Solutions	1521-1886	2023-2024
176	231	Heat and Mass Transfer	1432-1181	2023-2024
177	10734	Higher Education	1573-174X	2023-2024
178	13580	Horticulture, Environment, and Biotechnology	2211-3460	2023-2024
179	10745	Human Ecology	1572-9915	2023-2024
180	439	Human Genetics	1432-1203	2023-2024
181	12110	Human Nature	1936-4776	2023-2024
182	10746	Human Studies	1572-851X	2023-2024
183	10750	Hydrobiologia	1573-5117	2023-2024
184	10040	Hydrogeology Journal	1435-0157	2023-2024
185	10228	Ichthyological Research	1616-3915	2023-2024
186	251	Immunogenetics	1432-1211	2023-2024
187	11626	In Vitro Cellular & Developmental Biology - Animal	1543-706X	2023-2024
188	11627	In Vitro Cellular & Developmental Biology - Plant	1475-2689	2023-2024
189	10755	Innovative Higher Education	1573-1758	2023-2024
190	40	Insectes Sociaux	1420-9098	2023-2024
191	11251	Instructional Science	1573-1952	2023-2024
192	134	Intensive Care Medicine	1432-1238	2023-2024
193	420	International Archives of Occupational and Environmental Health	1432-1246	2023-2024
194	10784	International Environmental Agreements: Politics, Law and Economics	1573-1553	2023-2024
195	10447	International Journal for the Advancement of Counselling	1573-3246	2023-2024
196	40999	International Journal of Civil Engineering	2383-3874	2023-2024
197	11263	International Journal of Computer Vision	1573-1405	2023-2024
198	531	International Journal of Earth Sciences	1437-3262	2023-2024
199	13762	International Journal of Environmental Science and Technology	1735-2630	2023-2024
200	11469	International Journal of Mental Health and Addiction	1557-1882	2023-2024
201	12541	International Journal of Precision Engineering and Manufacturing	2005-4602	2023-2024
202	40684	International Journal of Precision Engineering and Manufacturing-Green Technology	2198-0810	2023-2024
203	10764	International Journal of Primatology	1573-8604	2023-2024
204	40753	International Journal of Research in Undergraduate Mathematics Education	2198-9753	2023-2024
205	12369	International Journal of Social Robotics	1875-4805	2023-2024

	Product ID	Title	ISSN electronic	Year
206	10765	International Journal of Thermophysics	1572-9567	2023-2024
207	12008	International Journal on Interactive Design and Manufacturing (IJIDeM)	1955-2505	2023-2024
208	11581	Ionics	1862-0760	2023-2024
209	271	Irrigation Science	1432-1319	2023-2024
210	11837	JOM	1543-1851	2023-2024
211	10802	Journal of Abnormal Child Psychology	1573-2835	2023-2024
212	12111	Journal of African American Studies	1936-4741	2023-2024
213	10806	Journal of Agricultural and Environmental Ethics	1573-322X	2023-2024
214	13253	Journal of Agricultural, Biological, and Environmental Statistics	1537-2693	2023-2024
215	10800	Journal of Applied Electrochemistry	1572-8838	2023-2024
216	10811	Journal of Applied Phycology	1573-5176	2023-2024
217	10814	Journal of Archaeological Research	1573-7756	2023-2024
218	10815	Journal of Assisted Reproduction and Genetics	1573-7330	2023-2024
219	10803	Journal of Autism and Developmental Disorders	1573-3432	2023-2024
220	10865	Journal of Behavioral Medicine	1573-3521	2023-2024
221	10858	Journal of Biomolecular NMR	1573-5001	2023-2024
222	12038	Journal of Biosciences	0973-7138	2023-2024
223	10869	Journal of Business and Psychology	1573-353X	2023-2024
224	10551	Journal of Business Ethics	1573-0697	2023-2024
225	13187	Journal of Cancer Education	1543-0154	2023-2024
226	11764	Journal of Cancer Survivorship	1932-2267	2023-2024
227	11771	Journal of Central South University	2227-5223	2023-2024
228	10886	Journal of Chemical Ecology	1573-1561	2023-2024
229	12039	Journal of Chemical Sciences	0973-7103	2023-2024
230	10826	Journal of Child and Family Studies	1573-2843	2023-2024
231	10880	Journal of Clinical Psychology in Medical Settings	1573-3572	2023-2024
232	11852	Journal of Coastal Conservation	1874-7841	2023-2024
233	10900	Journal of Community Health	1573-3610	2023-2024
234	437	Journal of Comparative Physiology A + B		2023-2024
235	12528	Journal of Computing in Higher Education	1867-1233	2023-2024
236	10879	Journal of Contemporary Psychotherapy	1573-3564	2023-2024
237	10832	Journal of Electroceramics	1573-8663	2023-2024
238	11664	Journal of Electronic Materials	1543-186X	2023-2024
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6. License Fees

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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 Licensee.

7. Term and Termination

7.1. Either Licensor or Customer may terminate the License Agreement immediately upon written notice to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the breach in reasonable detail.

7.2. Either Licensor or Customer may terminate the License Agreement immediately upon written notice to the other party (including, with respect to Customer, an individual Licensee) if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

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8. Confidentiality – Intentionally deleted.

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