

BRANDED CONTENT TERMS & CONDITIONS

For use with insertion order Terms and Conditions

These Terms and Conditions shall apply to all Branded Content published by the Publisher. Branded content, whether Publisher-created or submitted by the Customer, shall not be deemed to have been accepted unless and until either confirmed in writing by the Publisher or the campaign commences and the Branded Content is published in the relevant Journal or Digital Format. By engaging the Publisher to create Branded Content or by submitting Customer-supplied Branded Content for consideration, the Customer agrees to be bound by these Terms and Conditions and the Rate Card, even if the Customer is acting as an agent or buyer for the actual advertiser. For the avoidance of doubt, the Customer's standard terms and conditions of purchase or any other standard terms and conditions shall not apply.

1. Definitions

In these terms and conditions the following definitions shall apply:

- 1.1. **"Agreement"** means these Terms and Conditions and the Branded Content Order together;
- 1.2. **"Applicable Law"** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirements or notice of any regulatory body (including self-regulatory bodies), delegated or subordinate legislation in any relevant jurisdiction, as amended and in force from time to time, including without limitation, all relevant ethics guidelines, which shall be no less stringent than the ethical guidelines issued by the Committee on Publication Ethics (publicationethics.org/guidance/Guidelines);
- 1.3. **"Branded Content Order"** means any order for Branded Content submitted to the Publisher for the publication, reproduction or insertion of Branded Content in or on any Journal or Digital Format;
- 1.4. **"Branded Content"** means content created by or supplied to the Publisher that carries and promotes the Customer's Marks, meets the Publisher's Guidelines for Branded Content and is published, reproduced or inserted in or on any Journal, Promotional Campaign, or Digital Format pursuant to a Branded Content Order;
- 1.5. **"Business Partner Code of Conduct"** means the Publishers' Business Partner Code of Conduct that is available at www.springernature.com/businesspartnercodeofconduct-EN, which may be updated from time to time.
- 1.6. **"Collection Page"** means a dedicated, Customer-branded homepage that Customers with three or more pieces of Custom content in a Digital Format, whether Branded Content or Unbranded Clinical Custom Content, can purchase for an additional fee;
- 1.7. **"Confidential Information"** means the terms of the Branded Content Order and any other information which ought reasonably be considered to be confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure (whether or not it is marked "confidential"), not including information to the extent it: (a) was already lawfully known to the receiving Party at the time of disclosure; (b) became lawfully known to the receiving Party independently; (c) is in, or comes into, the public domain other than due to wrongful use or disclosure of the receiving Party;
- 1.8. **"Customer Marks"** means the marks as set out in the Term Sheet and any trademark, logo, get-up or device associated with the activities of any of them;
- 1.9. **"Customer Material"** means all information and materials which are (a) provided by the Customer to the Publisher, including but not limited to Customer Marks or reference materials; (b) requested or procured by the Customer pursuant to this Agreement;
- 1.10. **"Customer"** means the person or legal entity who submits an Branded Content Order, whether such person or legal entity is the advertiser of the relevant product or service, the advertiser's advertising agency, media buyer, or a recruiter representing a prospective employer;
- 1.11. **"Customer-supplied Branded Content"** means Branded Content supplied to the Publisher by the Customer;
- 1.12. **"Delivery Dates"** mean the date(s) specified in the Branded Content Order;
- 1.13. **"Digital Format"** means any internet site, application or other digital format operated, owned or controlled by the Publisher or any third-party partner of the Publisher;
- 1.14. **"Fee"** means the Net Price for the Branded Content set out in the Branded Content Order;
- 1.15. **"Force Majeure Event"** shall have the meaning set out in clause 13.
- 1.16. **"Government Restrictions"** means any Applicable Law or government order, rule, direction, or requirements or notice of or action taken by any regulatory body, government or public authority, including but not limited to imposing an embargo, or import restriction, quota or other restriction or prohibition, or refusal of any licence permit or consent;
- 1.17. **"Intellectual Property Rights"** means any and all patents rights in inventions, utility models, copyright and related rights, trademarks, service marks, trade names, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.18. **"Journal"** means any journal or other print publication published by or on behalf of the Publisher;

- 1.19. **"Product Specifications"** means the Publisher's standard requirements and limitations on word count, and the corresponding number of permissible images, citations, interview sources and figures, as defined in the Publisher's Guidelines for Branded Content;
- 1.20. **"Promotional Campaign"** means the multi-channel digital promotion plan chosen by the Customer in the Branded Content Order and implemented by the Publisher to promote the Branded Content to the Customer's target audience;
- 1.21. **"Publication"** means any Journal or Digital Format owned or maintained by the Publisher;
- 1.22. **"Publisher"** means Springer Nature Customer Service Center GmbH, a company incorporated in Germany whose registered office is at Europapl. 3, 69115 Heidelberg, Germany;
- 1.23. **"Publisher Branding"** means any logos or trademarks or other marks of the Publisher which are applied to any Branded Content.
- 1.24. **"Publisher Services"** has the meaning set out in the Branded Content order.
- 1.25. **"Publisher's Guidelines for Branded Content"** means the Publisher's guidelines concerning branded content, which may be distributed by the Publishing Manager at the commencement of a project and which may be updated from time to time in accordance with clause 14.1.
- 1.26. **"Publisher-created Branded Content"** means Branded Content that is written, edited and designed by the Publisher on behalf of the Customer;
- 1.27. **"Rate Card"** means the rate card of the Publisher as amended by the Publisher from time to time in accordance with clause 14.1;
- 1.28. **"Related Persons"** means a Party's employees, officers, representatives, agents, contractors and advisers;
- 1.29. **"Style Guide"** means the Publisher's standard editorial guidance on spelling, grammar, sentence structure and image placement.
- 1.30. **"Supplement"** means a standalone follow-on publication and/or update to the Journal or Digital Format;
- 1.31. **"Technical Specifications"** means the Publisher's technical requirements for Branded Content that are available at partnerships.nature.com/media-kits/specs-guidelines/ which may be updated from time to time.
- 1.32. **"Terms and Conditions"** means the terms and conditions set out on this page as amended by the Publisher from time to time in accordance with clause 14.1
- 1.33. **"Workflow"** means the Publisher's standard workflow for Branded Content, as described in clause 3 and the Publisher's Guidelines for Branded Content.

2. Obligations of the Parties

2.1. Publisher Obligations

- 2.1.1. The Publisher agrees, on a non-exclusive basis, to provide the Publisher Services, as specified within the Branded Content Order, in consideration of the payment of the Fee and the Customer's compliance with the terms of the Agreement
- 2.1.2. The Publisher shall use reasonable efforts to provide the Publisher Services within reasonable timeframes.
- 2.1.3. Delivery of the Publisher Services shall be completed on Publishers' publication of the Branded Content in Journal or Digital Format, or Publisher's fulfilment of the Promotional Campaign, as applicable, and in line with the Delivery Dates in the Branded Content Order.
- 2.1.4. The Publisher shall be responsible for the design, look and feel of the Branded Content (including branding, size, positioning of Customer Marks, any Customer Material (subject to clause 2.1.6)).
- 2.1.5. The Publisher shall retain editorial control over any Branded Content generated through the Publisher Services, whether published in a Journal, a Promotional Campaign or a Digital Format. The Customer shall not amend, modify or change any such Branded Content in these settings without the Publisher's prior written consent (except to amend typographical errors). Any amendment, modification or change made by the Customer (or its representatives) to the Branded Content in breach of this clause 2.1.5 shall render such Branded Content as Customer Materials for the purposes of this Agreement, for which the Publisher shall not be responsible or liable or, in any way, under this Agreement or otherwise.
- 2.1.6. Notwithstanding the foregoing in Clause 2.1.5, Customer may assert editorial control over the text of any Branded Content in its own corporate communications provided it (a) does not use the layout of the Branded Content, (b) removes all Publisher Branding incorporated in the Branded Content and (c) removes any credit, reference or link to Publisher in any such communications. Customer acknowledges any amendment, modification or change it makes to the Branded Content text in its own corporate communications shall render it Customer Materials for which the Publisher shall not be responsible or liable for, in any way, under this Agreement or otherwise.
- 2.1.7. The Publisher may, at its reasonable discretion, reject, refuse, remove, omit, postpone, cancel, or require changes to the whole or part of any Customer Material, Branded Content Order or Branded Content planned for inclusion in a Journal or Digital Format at any time, whether or not it has accepted the Branded Content Order, if such materials do not comply, or the Publisher has reason to believe that they do not comply, with Applicable Law - in particular, with advertising law where the use of the Customer Materials would be likely to expose the Publisher to legal risks or to bring the Publisher into disrepute or cause material damage to the reputation, standing and/or goodwill of the Publisher. This right includes but is not limited to decisions about publication dates, positioning of the Branded Content, and/or whether to accept the Branded Content Order subject to additional conditions, which will be notified by the Publisher to the Customer. If applicable, the Publisher shall notify the Customer in writing as soon as reasonably practicable after it has taken a firm decision to remove or not to publish the Branded Content. The Agreement shall immediately terminate on the date of the notice of non-publication or cancellation of the Branded Content by the Publisher.
- 2.1.8. The Publisher may amend, adapt or change the Customer Materials, in any way it sees fit, if the Customer or the Customer Materials fail, in any way whatsoever, to comply with clauses 2.2.1 or 6.1.
- 2.1.9. The Publisher accepts no responsibility for any errors in Branded Content including (without limitation) any errors which arise as a result of any changes or alterations undertaken by the Publisher at the Customer's request. In the event of an error as a result of a material typographical error caused by the Publisher, in any Branded Content published in a Journal, Promotional Campaign or Digital Format, the Publisher agrees, in full satisfaction and settlement of any claims that might arise from such an error, excluding claims for damages (in any), to re-run the Branded Content free of charge, as booked, in the next available edition of such Journal and to correct the version on the Digital Format.
- 2.1.10. Any shrinkage or colour alteration that may occur during the normal course of production shall not be a material defect.

2.2. Customer Obligations

- 2.2.1. The Customer shall:
 - a. Provide all Customer-supplied Branded Content, Customer Material or text to the Publisher in accordance with the Publisher's Technical Specifications, the current version of which is available on request;

- b. submit all Customer-supplied Branded Content or Customer Material to the Publisher by 23:59 EST on the date notified by the Publisher to the Customer. If the Customer fails to provide Customer-supplied Branded Content by such date, the Customer acknowledges and agrees that the Publisher may not be able to fulfil its obligations under the Branded Content Order or these Terms and Conditions (including publishing on an agreed date) and agrees that the Publisher will not be liable for any such failure to the extent that this due to the Customer's failure to provide necessary materials;
- c. comply with all reasonable instructions and directions given by the Publisher;
- d. ensure that it does not interfere with the activities of the Publisher or its respective Related Persons or Customers;
- e. ensure that all Branded Content, whether Publisher-created or Customer-supplied, or Customer Material is correct, accurate and not Misleading;
- f. not knowingly undertake any activities which may in any way harm the Publisher's business or reputation;
- g. avoid conflicts of interests with the Publisher arising and promptly notify the Publisher of any that do arise;
- h. obtain and maintain in full force all necessary consents, approvals, authorisations, licences and permissions which are required for it to perform its obligations under the Agreement; and
- i. on request, provide reasonable co-operation with the Publisher and its Related Persons.

2.2.2. The Publisher's performance of the Publisher Services is subject to the Customer's compliance with clause 2.2.1.

2.2.3. The Customer acknowledges and agrees that any Branded Content published on any Digital Format may be available on the Publisher's network of partner Digital Formats. The Publisher has no obligation to make Branded Content available on its partner network and reserves the right to add or remove a partner Digital Format from its partner network, at its sole discretion. The Publisher hereby disclaims all responsibility and liability for the services, software and/or results of or provided by any of the Digital Formats comprising the Publisher's partner network.

2.2.4. The Customer acknowledges and agrees that, subject to section 2.1.7, the Publisher shall maintain Branded Content on its websites for a minimum of 24 months following publication.

2.2.5. The Customer acknowledges and agrees that Branded Content shall be prominently labelled as an 'Advertisement Feature' and include the disclaimer 'Advertiser retains sole responsibility for the content.' or a substantially similar disclaimer determined by the Publisher. The label and disclaimer for the Branded Content shall be in a typeface that is at least the size of the body type of the Branded Content, so as to not confuse or potentially mislead readers into believing that it is produced by any of the Publisher's editorial teams.

2.2.6. The Customer acknowledges and agrees that Branded Content shall prominently display the Customer's logo to ensure reader transparency as to the source of funding for the Branded Content.

3. Branded Content Specifications & Workflow

3.1 To initiate project production, the Customer will a) submit content for consideration and acceptance by the Publisher or b) complete and return to the Publisher a briefing form, provided by the Publisher, that outlines the Customer's key messages, goals, relevant interviewees, background references and target audience for the Publisher-created Branded Content.

3.2 In the event the Customer supplies images to be included in the Branded Content, the Customer shall be responsible for procuring all relevant rights to ensure compliance with this Agreement (and such images shall constitute "Customer Materials" for the purposes of this Agreement)

3.3. Where the Customer is unable to supply suitable images to be included in the Branded Content, the Publisher will source images from third parties and shall be responsible for procuring all relevant rights (which cannot be assigned to Customer) to publish the Branded Content in the relevant Journal Or Digital Format. The Customer will be responsible for securing rights to these images for publishing the Branded Content outside of the relevant Journal or Digital Format.

3.4. Where the Publisher creates illustrations or graphics to be included in the Branded Content, the Publisher shall, when applicable, be responsible for procuring all relevant rights to publish the Branded Content in the relevant Journal or Digital Format. Illustration and graphics rights cannot be assigned to the Customer without the purchase of an additional Redrawn Figure service, for a fee determined by the Publisher.

3.5. The Publisher shall create any Branded Content in accordance with the Product Specifications and Workflow, as described in these Terms and Conditions and the Publisher's Guidelines for Branded Content.

3.6. Where Branded Content is to appear in a Journal, the Publisher shall design the Branded Content using the Publisher's current Branded Content design template.

3.7. The Customer agrees and acknowledges that:

3.7.1. It shall adhere to the Product Specifications and Workflow specified within the Publisher's Guidelines for Branded Content, and that a Branded Content project has a maximum timeline of 25 weeks, from the submission of a briefing form or Customer-supplied content.

3.7.2. The Workflow, as specified in the Publisher's Guidelines for Branded Content, permits the Customer, even if acting as an agent or buyer for the actual advertiser, two text reviews and two layout reviews.

- a. The Customer shall receive an editable first draft of the Branded Content text for review; all major changes or revisions to the text must be made in the first text review, with only minor text revisions permissible in the second text review.
- b. The Customer shall receive HTML and/or PDF layouts for review; all major changes or revisions to the Branded Content presentation must be made in the first layout review, along with minor text edits. In the second layout review, only minor adjustments to the Branded Content presentation are permissible.
- c. The Publisher retains reasonable discretion to accept or reject any changes that might impinge editorial credibility or create risk, whether legal, financial, regulatory or otherwise.

3.7.3. Any deviation by the Customer from the Product Specifications and Workflow may generate additional overage costs, which the Publisher is entitled to charge, subject to prior written notice, to the Customer based on half-day increments charged at EUR 6,000 (or equivalent in local currencies) per half-day, or as otherwise provided in the Publisher's Guidelines for Branded Content

3.7.4. All Publisher-created Branded Content to be published in a Digital Format will include the Publisher's Branding alongside the Customer's Marks, in accordance with the Publisher's Guidelines for Branded Content.

- 3.7.5. All Publisher-created Branded Content will adhere to the Publisher's Style Guide and will be published in English in the Publisher's print Journals and websites, unless the Publisher expressly agrees to publish a translation of the Branded Content on its local-language platforms.
- 3.7.6. Any Customer requests to change a published version of the Branded Content, other than as outlined in clause 2.1.9, needs the Publisher's written approval, and shall be subject to the following conditions:
- for changes of up to one sentence in the Branded Content, including updates to html and pdf versions (where applicable), Customer may be charged a fixed administrative fee of EUR 500 by Publisher (to be waived at Publisher's sole discretion);
 - for changes between one and four sentences in the Branded Content, the Customer shall purchase another promotional campaign to support the Branded Content in question;
 - changes to graphics or images, or changes of more than four sentences, are not permitted

4. Promotion of Branded Content

- 4.1. Publisher shall employ reasonable efforts to market, advertise and actively promote the Branded Content. Publisher shall determine which marketing campaign it will undertake, which will be consistent with the specified Promotional Campaign agreed between the Publisher and the Customer. Customer agrees to inform Publisher of any limitations or restrictions on the distribution of the Branded Content in any third party forum, website, platform or medium employed by Publisher in promoting the Branded Content, and the Customer shall assume full responsibility for any violations by Publisher of any such limitations or restrictions if unreported or reported inaccurately by the Customer to the Publisher. Further, Customer acknowledges and agrees that the Publisher makes no guarantees concerning the number of page views or impressions to be generated as a result of its promotional services under this clause 4.1.
- 4.2. Customer acknowledges and agrees that:
- Publisher assumes no responsibility or liability for comments from third parties on social media posts related to the Promotional Campaign, and will not be able to remove third party posts; and
 - While Publisher can geo-target social media posts, it will not be held liable if third parties repost messages to regions outside of those targeted initially.

5. Collections Pages

- 5.1. If Customer is eligible for a Collection Page, it acknowledges and agrees that:
- the Fee for the Collection Page will be charged separately from an order for Branded Content;
 - the term for the Collection Page will be 12 months, unless renewed no later than ninety (90) days prior to the end of the 12-month period; and
 - if the Collection Page is not renewed by the Customer, Publisher will remove the Collection Page.

6. Warranties, Representations and Indemnification

- 6.1. The Customer contracts with the Publisher as a principal and warrants and represents to the Publisher that:
- it has full capacity and authority to enter into a binding contract with the Publisher on the provisions of these Terms and Conditions;
 - all information, the Branded Content and the Customer Material supplied to the Publisher are true, accurate and not misleading, and nothing contained in it is liable to bring the Publisher or any Publication into disrepute;
 - the Customer Material is not obscene, defamatory, fraudulent, misleading or libellous, and shall not give cause, whether directly or indirectly, for any action to be brought against the Publisher for libel, fraud or publication of a false or misleading statement;
 - the Customer Material will not infringe the Intellectual Property Rights or any other rights (including without limitation any right of privacy or confidence) whatsoever of any third party or unfairly prejudice the legitimate interest of any third party by implication or otherwise;
 - the Branded Content and the Customer Material (and the Customer's use of such) shall comply with all Applicable Law and Government Restrictions;
 - where the Branded Content and the Customer Material (and the Customer's use of such) can be seen, it shall comply with relevant laws regulating the advertising and promotion of pharmaceutical products, in particular the German Act on Advertising in the Field of Health n ("Gesetz über die Werbung auf dem Gebiete des Heilwesens (Heilmittelwerbe-gesetz - HWG)");
 - when the Branded Content is published through Springer Nature Limited, the Branded Content and the Customer Material complies with the relevant provisions of the German Act against Unfair Competition ("Gesetz gegen den unlauteren Wettbewerb (UWG)"), the Press Law of the state of Baden-Württemberg ("Gesetz über die Presse (Landespressegesetz)"), the German State Treaty on Media ("Medienstaatsvertrag (MStV)") and the Codex of the Press ("Pressekodex") of the German Press Council; or applicable advertising legislation and generally accepted codes of conduct, such as the UK Code of Non-Broadcast Advertising, as amended and updated from time to time;
 - all Customer Material included within Branded Content is accurate, legal, decent, honest and truthful;
 - it shall not represent to any third party that the Publisher in any way endorses the Customer, the Branded Content and/or the Customer's products or services;
 - it shall ensure that all Branded Content is clearly labelled as advertising and is not designed or structured to resemble original research or review articles. The Customer warrants that the Branded Content and the Customer Material comply with the Publisher's Guidelines for Branded Content;
 - where Branded Content includes a competition, prize draw or similar promotion, the Customer Material complies with all Applicable Law; the competition, prize draw or promotion shall be conducted by the Customer, in accordance with all Applicable Law; and the Customer shall be responsible for the provision of all prizes;

- 6.1.12. any Customer Material shall not indicate an intention to discriminate on grounds of sex, race, religion or belief, disability, ethnic origin, age or sexual orientation (unless such Branded Content is exempted from any statutory requirements relating to such forms of discrimination and the Customer notifies the Publisher of the applicability of such an exemption at the time when the Branded Content Order is submitted to the Publisher);
 - 6.1.13. any Customer Material shall not cause disruption to any computer, computer system, network or any Digital Format, and shall be free from viruses or malicious code;
 - 6.1.14. any Customer Material shall not be prejudicial or damaging to the reputation of the Publisher or the Publications;
 - 6.1.15. it shall not, without the prior permission of the Publisher, embed any tracking device, cookies, beacon, floodlight or other technological device in or as part of Branded Content published on any Digital Format that enables the Customer to track or analyse the online behaviour of any user to which such Branded Content is served;
 - 6.1.16. it has all necessary rights, licences and consents (including where necessary regulatory consents and consents from persons or entities cited or quoted in the Customer Material) needed to permit the Publisher to use, display, reproduce, insert or publish the Customer Material pursuant to clause 8.3;
 - 6.1.17. shall not submit the Branded Content, in whole or in part, to an academic or scholarly journal, book or publication; and
 - 6.1.18. shall adhere to clauses 2.2.1 (a) to (i).
- 6.2. The Publisher warrants to the Customer that it shall use reasonable care and skill in carrying out its obligations under these Terms and Conditions. Except as otherwise expressly provided herein, all conditions, warranties, terms, prior representations, and undertakings express or implied, statutory or otherwise in respect of the services provided hereunder by the Publisher are to the fullest extent permitted by law expressly excluded.
- 6.3. Without limiting clause 6.2, the Customer agrees and acknowledges that the Publisher makes no representation or warranty:
- 6.3.1. that any publication of any Branded Content will be confined to persons resident in any particular legal jurisdiction(s);
 - 6.3.2. as to the exact number of page impressions that will be delivered on specific dates during the Promotional Campaign;
 - 6.3.3. as to the quality of reproduction of Branded Content in any of the Publications;
 - 6.3.4. as to the exact layout and format of any Publications, which shall be in the discretion of the Publisher;
 - 6.3.5. as to the availability of any Digital Format, and in each case the Publisher accepts no liability to the Customer in respect of the same.

7. Liability and Indemnity

- 7.1. Nothing in this clause 7 shall be construed as excluding or limiting the Publisher's liability for death or personal injury caused by its negligence or fraud.
- 7.2. Subject to clause 7.1, the Publisher shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any indirect, consequential or special loss or any loss of Customer Material, direct or indirect loss of profits or anticipated profits, loss of business opportunity, loss of contracts, loss of orders, loss of revenue, loss of goodwill, loss of data or loss of anticipated savings, or loss of wasted expenditure.
- 7.3. Subject to clause 7.1, the liability of the Publisher in respect of any and all other claims (whether in contract or tort), misrepresentation (whether innocent or negligent), restitution or otherwise arising out of or in connection with Branded Content or Branded Content Order shall not exceed the amount the Customer has paid the Publisher in connection with that Branded Content or Branded Content Order.
- 7.4. Either Party's liability shall not be limited for gross negligence. If an essential contractual obligation (i.e. an obligation the performance of which is necessary for due implementation of the contract, the performance of which a contractual partner generally may rely on, and the breach of which jeopardises the attainment of the purpose of the contract) was breached due to slight negligence, the Publisher's liability shall be limited to that loss or damage the occurrence of which is typical with regard to the nature of the contract and was foreseeable at the time of conclusion of the contract.
- 7.5. The Customer agrees to, on demand, fully defend, indemnify and keep fully indemnified and hold harmless the Publisher, directors, and any Persons against any and all losses, liabilities, costs, claims, damages, demands, expenses and fees (including but without limitation legal and other professional fees) suffered or incurred by the Publisher arising out of or in connection with:
- 7.5.1. any breach of these Terms and Conditions by the Customer; or
 - 7.5.2. any actual or potential infringement of a third party's Intellectual Property Rights or
 - 7.5.3. the publication by the Publisher of Branded Content in accordance with a Branded Content Order.

8. Intellectual Property Rights

- 8.1. Except as expressly set out in this Agreement, nothing in this Agreement shall confer any rights, title or interest in or to any Intellectual Property Rights in:
- 8.1.1. any Digital Format owned or controlled by the Publisher (including without limitation the Publisher Website and any domain name owned or controlled by the Publisher) or any part of either of them onto the Customer or confer on it any licence or right to use any Intellectual Property Rights of the Publisher, all of which rights are reserved exclusively by the Publisher absolutely;
 - 8.1.2. any Journal, including any Supplement, the Digital Formats, all of which rights are reserved exclusively by the Publisher absolutely, excluding the Customer Materials as set out in clause 8.1.3;
 - 8.1.3. the Customer Materials onto the Publisher, and the Parties acknowledge and agree that Intellectual Property Rights in the Customer Materials belong solely to the Customer.
- 8.2. Subject to Clauses 2.1 and 8.1, the Publisher hereby assigns to the Customer title to and all rights and interest in the Intellectual Property Rights in the Branded Content that vest in Publisher as a matter of law (excluding any Publisher Branding or third-party intellectual property incorporated into Branded Content).
- 8.3. The Customer hereby grants to the Publisher a perpetual, worldwide, non-exclusive, royalty free, non-transferable licence to use, store (in any medium), edit, reproduce, distribute and make available to the public the Customer Materials and the Branded Content in print and/or digital form and/or electronic form for the purposes of fulfilling its obligations under the Branded Content Order, for internal purposes and for demonstration purposes with prospective clients, investors and other third parties.

- 8.4. If the Customer Material includes any material that is proprietary to any third party (including, without limitation, images, graphs or tables) the Customer shall procure a licence, allowing the Publisher on the same terms as set out in clause 8.3 in respect of such material and be responsible for obtaining all permissions, in writing, to enable it to grant to the Publisher the licence in clause 8.3. The Customer shall obtain such licence and permissions prior to disclosing such Customer Materials to the Publisher, and shall provide evidence of such licence and/or permissions if requested.

9. Payment

- 9.1. The Customer shall pay the Publisher for all Branded Content contracted with, created by, submitted to and/or accepted by the Publisher, as specified in the Branded Content Order and in accordance with this clause 9.
- 9.2. Rates for Branded Content are specified in the Rate Card or as may otherwise be agreed between the Parties and/or notified in writing to the Customer from time to time. All rates are exclusive of VAT (or any sales, excise, transfer taxes or duties imposed by government authorities) which shall be due and payable by the Customer to the Publisher in addition to any applicable overage or administration fees as provided in clause 3.7.3 and 3.7.6.
- 9.3. Unless otherwise agreed by the Publisher in writing or as provided in clause 9.4, the Publisher shall invoice the Customer for all amounts as they become due, which shall be after the date of first publication of the applicable Branded Content. The Customer accepts that the Publisher may send all invoices in electronic form.
- 9.4. If the maximum timeline for an ongoing Branded Content project, as stated in clause 3.7.1, is exceeded, the Publisher shall invoice the Customer for the full amount as stated in the Branded Content Order and any potential overage charges, as provided in clause 3.7.3.
- 9.5. The Customer shall pay all invoices within thirty (30) days of the date of the invoice, without deduction, whether by way of setoff, counterclaim, discount, abatement or otherwise unless required by law. This does not apply to deductions based on counterclaims arising out of deficient performance or non-performance by the Publisher.
- 9.6. Without prejudice to any other rights or remedies that the Publisher may have, if the Customer fails to pay the Publisher on the due date for payment, the Publisher may:
- 9.6.1. charge interest plus a lump fee for default according to statute law. Such interest shall accrue daily from the date on which the Customer is default until the date of actual payment of the overdue amount, whether before or after judgement; and
 - 9.6.2. remove any and all Branded Content the Publisher may have in any Publications until payment has been made in full.
- The Customer shall be in default (i) after a reminder or (ii) at the latest if fails to make payment within thirty (30) days after the due date under clause 9.5 and receipt of the invoice.
- 9.7. The Customer may terminate any Branded Content in accordance with clause 10.1. The Customer has no other rights of cancellation. In the event that the Customer cancels Branded Content other than in accordance with clause 10.1, the Customer acknowledges and agrees that it shall remain fully liable to pay to the Publisher for the Branded Content. This shall not affect the Customer's right to terminate the agreement for cause.
- 9.8. The Publisher reserves the right to change the rates in the Rate Card at any time and to publish the amended rates on its website. The current prevailing Rate Card is available to the Customer on request from the Publisher's custom media department.

10. Cancellation

- 10.1. Once a Branded Content Order has been accepted by the Publisher, the Customer may only cancel the Branded Content, or alter the Customer Material or the Branded Content Order prior to the Publisher (or any of its writers) commencing work on the Branded Content and in any event no later than nine (9) weeks prior to the Delivery Date(s) of the Branded Content Order. After this point, the written consent of the Publisher is required for any and all cancellation or alteration pursuant to this clause 10.1. If such consent is not granted then the Customer will be liable for all sums due to the Publisher pursuant to clause 10.2.
- 10.2. In the event of any unilateral cancellation by the Customer under clause 10.1, the Customer shall pay the following cancellation charges to the Publisher:
- 10.2.1. where notice is received by the Publisher nine (9) weeks or less prior to the Delivery Date, 100% of the Fee;
 - 10.2.2. where notice is received by the Publisher ten to twelve (10-12) weeks prior to the Delivery Date, 50% of the Fee; and
 - 10.2.3. where notice is received by the Publisher more than twelve (12) weeks prior to the Delivery Date, 15% of the Fee.
- 10.2.4 Where the Customer can demonstrate that the Publisher saved expenses as a result of cancellation or acquired or wilfully failed to acquire financial benefits from other use of its labour, the Customer may set off the corresponding amount against the full Fee.
- 10.3. Without prejudice to any other rights or remedies which the Publisher may have, the Publisher may terminate any Branded Content Order between it and the Customer immediately on giving notice to the Customer in the event that if:
- 10.3.1. the Customer fails to pay any amount due to the Publisher, after a reminder and the Customer's failure to make full payment after a reasonable deadline set in the reminder has expired; or
 - 10.3.2. the Customer commits a material breach of any of these Terms and Conditions which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 30 days of being given written notice to do so; or
 - 10.3.3. the Customer repeatedly breaches any of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms and Conditions;
 - 10.3.4. the Customer enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); becomes insolvent; ceases or threatens to cease to carry on business; compounds or makes any voluntary arrangement with its creditors; becomes subject to an administration order; is unable to pay its debts as they fall due; has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; takes or suffers any similar action due to debt; or if the equivalent of any of the above events under the law of any jurisdiction occurs in relation to the buyer;

11. Consequences of Termination

- 11.1. All rights and licences granted by one Party to the other hereunder shall terminate upon termination or expiration of the Agreement, except as otherwise set out expressly in the Agreement.
- 11.2. If the Agreement is terminated by the Customer pursuant to clause 10.2, or expires prior to the Publication Date, the Publisher shall refund to the Customer the Fee, or part thereof (based upon applicable cancellation charges), already paid by the Customer as at the Publication Date (if any). Such refund shall not be payable or be due, if expiration or termination of the Agreement occurs on or after the Publication Date, for any reason whatsoever.
- 11.3. If the Agreement terminates or expires, for any reason whatsoever, on or after the Publication Date the Publisher shall have no further obligations to the Customer, whether under the Agreement or otherwise.
- 11.4. The accrued rights, remedies, obligations and liabilities of the Parties as at termination or expiration of the Agreement shall not be affected or prejudiced by any such expiration or termination of the Agreement, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 11.5. Clauses which expressly or by implication are intended to come into or continue in force on or after the expiration or termination of the Agreement, shall remain in full force and effect following termination or expiration of the Agreement including, without limitation, clauses 6, 7, 8, 9, 11, 12, and 14

12. Confidentiality

- 12.1. Each Party shall:
 - 12.1.1. not disclose any Confidential Information, except on a need-to-know basis to its legal counsel, consultants or financial advisors, on the condition that they shall be bound by confidentiality obligations no less onerous than those in this clause 12;
 - 12.1.2. use the other Party's Confidential Information only for fulfilling their obligations under this Agreement, including not copying, reproducing or reducing to writing any material part of the Confidential Information except as may be reasonably necessary under this Agreement;
 - 12.1.3. on request, return or destroy the other Party's Confidential Information, unless prevented by Applicable Laws;
 - 12.1.4. inform the other Party immediately if there has been any breach of this clause 12 (accidental or otherwise).
- 12.2. Disclosure of any Confidential Information by the staff members or agencies hired by any Party shall be deemed disclosure of such Confidential Information by such Party, which Party shall be held liable for breach of this Agreement.
- 12.3. Nothing in this Agreement will prevent a Party from disclosing Confidential Information:
 - 12.3.1. to the extent that the Party is required to do so to any court, tribunal, arbitrator, or government or regulatory authority with competent jurisdiction to which either Party is subject. Where this happens the relevant Party will promptly notify the other of the requirement (where permissible by Applicable Laws); and
 - 12.3.2. which now is or becomes public knowledge otherwise than by breach of this Agreement by the Party receiving the Confidential Information; and
 - 12.3.3. if disclosure is justified under Section 5 of the German Trade Secrets Act ("Gesetz zum Schutz von Geschäftsgeheimnissen (GeschGehG)").

13. Force Majeure

- 13.1. If either Party is delayed or prevented in the performance of any of its obligations under the Agreement, by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable (a "Force Majeure Event"), then subject to clause 13.3.1 that affected Party shall not be liable to the other Party or be in breach for the delay or prevention in performing any of its obligations under the agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that Party, using all reasonable endeavours, to perform that obligation.
- 13.2. If the performance of any of the Publisher's obligations under the Agreement is delayed or prevented as described in clause 13.1 for a continuous period of two (2) months, either Party may terminate the Agreement, without liability to the other Party, by giving notice to the other Party.
- 13.3. In a Force Majeure Event, the affected Party must:
 - 13.3.1. take all necessary steps to prevent and avoid the Force Majeure Event;
 - 13.3.2. carry out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event;
 - 13.3.3. take all necessary steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;
 - 13.3.4. on becoming aware of the Force Majeure Event, promptly notify the other party that something has happened which is a Force Majeure Event, giving details of the Force Majeure Event, together with a reasonable estimate of the period during which the Force Majeure Event shall continue; and
 - 13.3.5. tell the unaffected Party when the Force Majeure Event has stopped

14. General

- 14.1. Any notice or correspondence required to be given under these Terms and Conditions may be delivered personally or sent by post to the other party at the addresses set out in the Branded Content Order, or such other address as may be notified in accordance to the other party from time to time. Any notice so sent shall be deemed to have been duly given upon delivery at the address of the relevant party. For the avoidance of doubt, email and fax are not acceptable forms of notice.

- 14.2. If any provision of these Terms and Conditions is held for any reason to be ineffective or unenforceable (in whole or in part) this shall not affect the validity or enforceability of the other Terms and Conditions set out herein, which shall remain in full force and effect.
- 14.3. A failure to exercise or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy.
- 14.4. Any waiver of any right under the Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 14.5. No third party shall have any rights to enforce these Terms and Conditions against the Publisher.
- 14.6. These Terms and Conditions and the Rate Card (both as amended from time to time in accordance with clause 14.1) shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.
- 14.7. The contract between the Customer and the Publisher is personal to the Customer. The Customer may not assign, sublicense, sub-contract, transfer or charge the contract or any part of it without the prior written consent of the Publisher.
- 14.8. The Publisher shall be entitled to subcontract any of its obligations under the Agreement without requiring the prior consent of the Customer. The Publisher shall always have the right to perform any or all of its obligations and exercise any or all of its rights under the Agreement through any of its holding companies (and each of its subsidiaries) or subsidiary companies.
- 14.9. These terms and conditions shall be governed by the laws of the Federal Republic of Germany without regards to any conflict of law provisions. Any term which is not defined in the Agreement shall have the meaning that the corresponding German term has under the law of the Federal Republic of Germany, including EU law.
- 14.10 The Customer and the Publisher acknowledge and agree that the courts at Heidelberg will have exclusive jurisdiction to settle any such dispute which may arise out of these Terms and Conditions and shall submit all disputes to the jurisdiction of those courts.
- 14.11. Notwithstanding the provisions of clause 14.10, for the Publisher's exclusive benefit and to the extent possible in the applicable jurisdiction, the Publisher retains the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of the Customer's residence or, where these Terms are entered into in the course of the Customer's trade or profession, the country of the place of business in which these Terms were agreed to or (if different) the country of Customer's principal place of business.
- 14.12. The Publisher may from time to time modify these Terms and Conditions or the Rate Card by publishing any changes online. The Customer should check online before placing an Advertisement Order since by placing an order for the insertion of an Advertisement, the Customer agrees to be bound by any updates to such Terms and Conditions or Rate Card.
- 14.13. The Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. The Customer shall not have, nor represent that it has, any authority to make or enter into any commitments on the Publisher's behalf or otherwise bind the Publisher in any way.
- 14.14. The Customer will, promptly on request, supply the Publisher with any documentation, assistance or information that it may require to enable it to comply with its legal or other obligations relating to this Agreement.
- 14.15. No variation or addition to these Terms and Conditions without the prior written consent of the Publisher shall be effective unless agreed to in writing by the Publisher. Any additional or alternative terms the Customer may seek to impose shall be void and/or unenforceable.
- 14.16. The parties do and shall, in the performance of their respective obligations under these Terms and Conditions comply at all times with all relevant laws, statutes and regulations applicable to their activities, including in particular all Applicable Law concerning the prohibition of bribery, corruption, improper gifts and payments, at all times, as well as the Publisher's Business Partner Code of Conduct as amended from time to time and currently available at www.springernature.com/businesspartnercodeofconduct-EN.

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