

CUSTOM WEBCASTS AGREEMENT

For use with insertion order Terms and Conditions

These Terms and Conditions shall apply to all Advertisements submitted to SN. An Advertisement submitted to SN for publication shall not be deemed to have been accepted unless and until either confirmed in writing by SN or the campaign commences, and the first Advertisement appears in the relevant Publication. By submitting an Advertisement to SN, the Customer agrees to be bound by these Terms and Conditions and the Rate Card, even if it is acting as 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 And Interpretation

In this Agreement, unless the context otherwise requires the following words shall have the following meaning:

- 1.1. **"Affiliate"** means any person that directly or indirectly controls or is controlled by, or is under common control with a Party;
- 1.2. **"Anti-Bribery and Anti-Corruption Policy"** means the Publisher's Business Partner Code of Conduct that is available at springernature.com/codeofconduct-EN, which may be updated from time to time.
- 1.3. **"Agreement"** means these terms and conditions, the Insertion Order and any variation(s) agreed in accordance with Clause 18.1;
- 1.4. **"Background IPRs"** means all Intellectual Property Rights that are owned by or licensed to the Publisher and which are or have been developed independently of this Agreement (whether prior to the Commencement Date or otherwise) including all Intellectual Property Rights in the software used by the Publisher to host a Custom Webcast;
- 1.5. **"Broadcast Date"** means the date on which the Publisher first broadcasts the Custom Webcast at the Website Location;
- 1.6. **"Copyright Act"** means the German Copyright Act as amended or replaced from time to time, or all similar or equivalent legislation, or forms of protection in any relevant jurisdiction;
- 1.7. **"Customer"** means the customer listed on the Insertion Order;
- 1.8. **"Customer Mark(s)"** means the Customer's logos and trademarks as provided by the Customer to the Publisher to be displayed on the Custom Webcast and associated marketing materials;
- 1.9. **"Customer Materials"** means any and all materials provided by the Customer to the Publisher to be displayed on (or in relation to) a Custom Webcast;
- 1.10. **"Data Protection Legislation"** means all applicable laws and regulations, both at federal and state levels, relating to the protection of the personal data of U.S. residents;
- 1.11. **"Fee"** means the fees chargeable under this Agreement for the Hosting Services, as in the Insertion Order;
- 1.12. **"Hosting Period"** means a period of no more than 2 years from the Broadcast Date of the Custom Webcast, unless otherwise agreed in the Insertion Order;
- 1.13. **"Hosting Services"** has the meaning set out in Clause 4.1;
- 1.14. **"Inappropriate Content"** means any content which is not in accordance with good scientific practice, or which is obscene, defamatory, violates any right of privacy or infringes any rights (including without limitation any Intellectual Property Rights) of any third party or is otherwise unlawful;
- 1.15. **"Intellectual Property Rights"** means all patents, copyright and related rights, trademarks, service marks, 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, 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 relevant jurisdiction;
- 1.16. **"Insertion Order"** means the insertion order agreed between the Publisher and Customer, which incorporates these terms and conditions;

- 1.17. **“Parties”** means the Publisher and the Customer (and “Party” means each of them);
- 1.18. **“Publisher”** means Springer Nature Customer Service Center LLC, a limited liability company incorporated in the state of Delaware, whose registered office is at 1 New York Plaza, Suite 4600, New York, NY 10004-1562;
- 1.19. **“Recording Date”** means the date, as agreed between the Parties, on which the Publisher is scheduled to record the Webcast Presentation by the Speaker(s);
- 1.20. **“Registrants”** means all individuals that register to watch a Custom Webcast;
- 1.21. **“Release”** means the waiver of rights to be signed by each Speaker as provided by the Publisher;
- 1.22. **“Speaker”** means the person(s) who provides the Webcast Presentation on behalf of the Customer;
- 1.23. **“Springer Nature Group”** means the Publisher, its parent undertakings and the subsidiary undertakings of its parent undertakings and its associated companies;
- 1.24. **“Unsuitable”** means if any Customer Materials are not suitable for broadcast as determined by the Publisher in its reasonable discretion including, without limitation, due to any technical requirement or any unsuitable content, including if there is any Inappropriate Content;
- 1.25. **“Webcast Presentation”** means the presentation slides and accompanying narration given by the Speaker; and
- 1.26. **“Website Location”** means nature.com/natportwebcasts.
- 1.27. In this Agreement, any word which is defined in the Insertion Order shall have the meaning as described in the Insertion Order.
- 1.28. To the extent there is any conflict between the provisions of these terms and conditions and the Insertion Order, the provisions of the Insertion Order shall prevail.

2. Commencement And Term

This Agreement shall commence on the Commencement Date and shall continue in force until (unless otherwise terminated in accordance with this Agreement or at law) the last date of the last Hosting Period upon which this Agreement shall automatically expire.

3. Build Process For Custom Webcasts

- 3.1. The Customer shall provide the Customer Materials to the Publisher by the date as specified by the Publisher. The Customer Materials must comply with the Publisher’s publishing rules and policies from time to time in force before they will be accepted by the Publisher.
- 3.2. The Publisher shall review the Customer Materials and shall notify the Customer if it requires any amendments to the Customer Materials due to the Customer Materials being Unsuitable.
- 3.3. The Customer shall revise and resubmit the Customer Materials to the Publisher within 1 working day of any notification in accordance with Clause 3.2.
- 3.4. If, following any revision to the Customer Materials in accordance with Clause 3.3, the Publisher determines (in its reasonable discretion) that the Customer Materials are Unsuitable, the Publisher may refuse to provide the Hosting Services, and such refusal shall not constitute a breach of this Agreement. The Publisher shall inform the Customer as soon as reasonably practicable after it has decided not to broadcast a Custom Webcast. This Agreement shall immediately terminate upon such notification.
- 3.5. The Customer shall ensure that all Speakers are available on the agreed date to record the Webcast Presentation and narration given by the Speaker, or otherwise supply their material in a timely manner.
- 3.6. The Publisher may (but shall not be obliged to), if there is sufficient time before the Broadcast Date, provide a mock-up of the Webcast Presentation for review by the Speaker(s) in advance of the Broadcast Date.
- 3.7. The Publisher shall build the Custom Webcast by uploading the Customer Materials onto the Custom Webcast system platform, applying the Customer Mark(s) and synchronizing the Webcast Presentation.

4. Publisher Rights And Obligations

- 4.1. The Publisher shall:
 - (a) host and broadcast the Custom Webcast ‘on demand’ at the Website Location for the Hosting Period (the **“Hosting Services”**);

- (b) moderate all questions for the Q&A session for each Custom Webcast (provided that the Publisher shall be entitled in its sole discretion to choose the questions which are displayed online and answered by the Speaker); and
 - (c) subject to data protection statutory obligations, make available to the Customer the following details in respect of Registrants:
 - (i) name and email address;
 - (ii) information provided by the Registrants upon registration to view a Custom Webcast; and
 - (iii) information submitted by the Registrants through interactive content on a Custom Webcast.
- 4.2. The Publisher reserves the right to remove any content from the Custom Webcast if in its reasonable discretion such content is Inappropriate Content. The Publisher shall notify the Customer if it becomes aware of any allegation that content on the Custom Webcast may be Inappropriate Content.
- 4.3. The Publisher shall have the right (but not the obligation) to promote the Custom Webcast using the Customer Mark(s) through any channel and/or platform controlled by the Springer Nature Group, provided all marketing materials are approved in advance by the Customer.

5. Customer Obligations

- 5.1. The Customer shall provide all Customer Materials in accordance with the timescales as notified by the Publisher to the Customer from time to time. The Customer agrees and acknowledges that any delay in providing such materials will result in reduced marketing promotion.
- 5.2. The Customer shall be responsible for applying for any license, permit or consent necessary for the Publisher to provide the Hosting Services in accordance with this Agreement.
- 5.3. If the Custom Webcast includes a Q&A, the Customer shall ensure that all Speakers are available on the Broadcast Date to participate in the Q&A for such Custom Webcast, at such time as notified by the Publisher to the Customer. The Customer shall procure that any Speakers which visit the Publisher's premises shall comply with the Publisher's policies and procedures (including without limitation all on-site security and health and safety policies) as notified by the Publisher to the Customer from time to time.

6. Fees And Payment

- 6.1. In consideration of the Publisher's obligations at Clause 4, the Customer shall pay the Fee to the Publisher. The Fee is exclusive of all state and local taxes, or other taxes or charges (other than income taxes payable by the Publisher) applicable to the receipt or use of the Hosting Services. The Customer will pay all such charges or taxes.
- 6.2. The Publisher shall issue an invoice to the Customer for the Fee on the Invoice Date. The Customer accepts that the Publisher may send all invoices in electronic form.
- 6.3. The Customer shall pay all valid invoices within 30 days from the date of invoice.
- 6.4. Without prejudice to its rights or remedies under this Agreement or at law, if the Customer fails to pay the Publisher on the due date, the Publisher may (in its sole discretion):
- (a) 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 judgment; and/or
 - (b) suspend the Hosting Services and the performance of any of the Publisher's obligations under this Agreement, until payment has been made in full; and/or
 - (c) terminate this Agreement where payment of an invoice remains outstanding for longer than 31 days from the date when payment becomes due.

The Customer shall be in default (i) after a reminder or (ii) if it fails to make payment within ten (10) days after the due date, whichever is earlier.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights in the Customer Materials and the Webcast Presentation shall vest in the Customer. To the extent any such Intellectual Property Rights vest in the Publisher by operation of law, the Publisher hereby assigns (including by way of future assignment) all such Intellectual Property Rights to the Customer. The Publisher agrees, at the request of the Customer, to execute all documents reasonably required by the Customer in order to effect such assignment.

- 7.2. The Customer hereby grants to the Publisher a non-exclusive, royalty-free, perpetual license to store (in any medium), reproduce, distribute, and make available to the public the Customer Materials, the Webcast Presentation, and the Customer Mark(s) for the purposes of performing its obligations under this Agreement and in each case to license others to do all or any of the same.
- 7.3. The Publisher and its licensors shall retain ownership of all Background IPRs. Nothing in this Agreement shall operate to confer any rights to the Customer in respect of the Background IPRs. To the extent any such Intellectual Property Rights vest in the Customer by operation of law, the Customer hereby assigns (including by way of future assignment) all such Intellectual Property Rights to the Publisher. The Customer agrees, at the request of the Publisher, to execute all documents reasonably required by the Publisher in order to effect such assignment.
- 7.4. All Intellectual Property Rights in the Custom Webcast shall vest in the Publisher. To the extent any such Intellectual Property Rights vest in the Customer by operation of law, the Customer hereby assigns (including by way of future assignment) all such Intellectual Property Rights to the Publisher. The Customer agrees, at the request of the Publisher, to execute all documents reasonably required by the Publisher in order to effect such assignment.
- 7.5. The Publisher hereby grants to the Customer a non-exclusive, royalty-free, revocable license to store (in any medium), reproduce, distribute, and make available to the public the Custom Webcast on the customer's website provided it is freely available and not behind any paywall. The Publisher shall be entitled to revoke this license if it considers that any Customer Materials which are included in the Custom Webcast are or become Inappropriate Content, or if the Custom Webcast is displayed in a context which damages or could damage the Publisher's reputation. Upon revocation of the license, the Customer must take down the Custom Webcast immediately. The Customer is not entitled to sub-license the Custom Webcast to any third party without the Publisher's consent.
- 7.6. The Customer shall procure that all Speakers:
- (a) assign all copyright in the Webcast Presentation to the Customer; and
 - (b) provide all necessary consents in accordance with their performance rights under the Copyright Act;
- in a form not less protective to the Customer than the Release, to enable the Publisher to use the Webcast Presentation in accordance with the terms of this Agreement. The Customer shall, promptly produce to the Publisher all required documents under this Clause 7.6, on written request.

8. Termination

- 8.1. Either Party may terminate this Agreement:
- (a) in accordance with Clause 9.1;
 - (b) immediately upon notice to the other Party in the event that the other Party becomes insolvent, makes a general assignment for the benefit of creditors, is subject to or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Code or any other federal, state, or foreign statute relating insolvency or the protection of creditors, and the proceeding is not discharged ninety (90) days after filing; or
 - (c) immediately upon written notice to the other Party if the other Party commits a material breach of this Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within thirty (30) days of being given written notice to do so.
- 8.2. The Publisher may terminate this Agreement:
- (a) in accordance with Clause 3.4;
 - (b) in accordance with Clause 6.4(c); or
 - (c) immediately upon written notice to the Customer if:
 - (i) any Speaker fails to attend and participate in the Q&A in accordance with Clause 5.3; or
 - (ii) the Customer fails to provide sufficient Customer Materials to enable the Publisher to produce a Custom Webcast of adequate quality (as determined by the Publisher in its reasonable discretion).

9. Cancellation And Postponement

- 9.1. The Customer may cancel any Custom Webcast at any time upon serving a cancellation notice ("**Cancellation Notice**") in writing to the Publisher. As soon as reasonably practicable following receipt of the Cancellation Notice, the Publisher shall invoice the Customer for the following cancellation fees:

- (a) if the Publisher receives the Cancellation Notice more than 12 weeks prior to the intended Broadcast Date, no cancellation fee shall be payable;
 - (b) if the Publisher receives the Cancellation Notice less than 12 weeks but more than 4 weeks prior to the intended Broadcast Date, a cancellation fee equal to 75% of the Fee shall be payable;
 - (c) if the Publisher receives the Cancellation Notice less than 4 weeks prior to the intended Broadcast Date, a cancellation fee equal to 100% of the Fee shall be payable.
 - (d) Where the Customer can demonstrate that the Publisher saved expenses as a result of cancellation or acquired or willfully failed to acquire financial benefits from other use of its labor, the Customer may set off the corresponding amount against the full Fee.
- 9.2. The Customer may postpone any Custom Webcast once only, by serving at any time a postponement notice ("**Postponement Notice**") in writing to the Publisher. As soon as reasonably practicable following receipt of the Postponement Notice, the Publisher shall invoice the Customer for the following postponement fees:
- (a) if the Publisher receives the Postponement Notice more than 10 weeks prior to the intended Broadcast Date, no postponement fee shall be payable;
 - (b) if the Publisher receives the Postponement Notice less than 10 weeks but by the day before the intended Broadcast Date, a postponement fee equal to 25% of the Fee shall be payable;
 - (c) if the Publisher receives the Postponement Notice on the intended Broadcast Date, a postponement fee equal to 50% of the Fee shall be payable.
- The Customer may not postpone any Custom Webcast more than once. If a Customer serves a second Postponement Notice, the Custom Webcast shall be considered canceled with no notice, and, without prejudice to clause 9.1.(d), a cancellation fee equal to 100% of the Fee shall be payable.
- 9.3. The Parties hereby agree that the aforementioned cancellation and/or postponement fees represent a fair and accurate proportion of the costs incurred by Publisher in the process of preparing the Custom Webcast. The Customer shall pay the cancellation fee within thirty (30) days of receipt of such invoice. Upon receipt of the Cancellation Notice, the Publisher shall not be required to perform any further obligations with respect to the Custom Webcast.

10. Consequences Of Termination

- 10.1. Upon termination or expiry of this Agreement for any reason (except for any cancellation under Clause 9), the Publisher shall deliver to the Customer a digital copy of all Custom Webcasts as soon as reasonably practicable.
- 10.2. The accrued rights, remedies, obligations, and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 10.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect including, without limitation, Clauses 10, 11, 12.2, 12.3, 13, and 19.

11. Confidentiality

- 11.1. For the purposes of this Agreement, "**Confidential Information**" means non-public information that a Party (the "**Disclosing Party**") designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential which is disclosed to the other Party (the "**Receiving Party**"). "**Confidential Information**" includes, without limitation, information in tangible or intangible form relating to Disclosing Party's business, business policies or practices.
- 11.2. The Receiving Party hereby agrees and undertakes to Disclosing Party for a period of two (2) years from the date of this Agreement to maintain the confidentiality of the Confidential Information at all times and without prejudice to the generality of the foregoing not to disclose the same either directly or indirectly to any other person other than employees of the Receiving Party or its Affiliates, agents or advisers who have a need to know such Confidential Information, provided that the Receiving Party informs such persons of the confidential nature of the Confidential Information and the Receiving Party shall ensure that such persons comply with the provisions of this Clause 11. Without limiting the generality of the foregoing, the Receiving Party will not use and will not permit the use of the Confidential Information for any purpose other than for the purposes of this Agreement in accordance with the instructions of the Disclosing Party.
- 11.3. The Receiving Party's obligations at Clause 11.2 shall not include any information that:
 - (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to the Disclosing Party;
 - (b) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party;

- (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party;
- (d) is independently developed or acquired by Receiving Party; or
- (e) is required by law to be disclosed by the Receiving Party, provided the Receiving Party (to the extent permissible by law) provides the Disclosing Party with notice of such disclosure.

12. Warranties And Indemnity

12.1. The Customer warrants and represents that:

- (a) the Customer Materials, the Webcast Presentation, the Customer Mark(s) and all Custom Webcasts are original, and the Customer is the sole owner of the Intellectual Property Rights in the Customer Materials, the Webcast Presentation, Customer Mark(s) and all Custom Webcasts. If the Customer Materials or the Webcast Presentation or any Customer Mark or any Custom Webcast include any materials which are owned by any third party, the Customer has obtained and shall continue to have the permission of the owners of the Intellectual Property Rights in such materials to enable the Customer to grant the rights contained herein.
- (b) it shall not knowingly undertake any activities which may in anyway harm the Publisher's business or reputation, in any jurisdiction;
- (c) it shall comply with all applicable Data Protection Legislation;
- (d) all the facts contained in the Customer Materials, the Webcast Presentation and all Custom Webcasts are true, accurate, decent, not misleading and comply with the UK Code of Advertising, Sales Promotion and Direct Marketing (the CAP Code) or equivalent codes and regulations (including voluntary codes) provided by applicable regulators and industry bodies in any relevant jurisdiction;
- (e) nothing in the Customer Materials or the Webcast Presentation or any Custom Webcast is Inappropriate Content;
- (f) nothing in the Customer Materials or the Webcast Presentation or any Custom Webcast infringes any duty of confidentiality or violates any contract, express or implied; and
- (g) the Customer Materials and all Custom Webcasts do not contain any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

12.2. The Customer shall indemnify, defend and hold harmless the Publisher from and against any loss, cost, action, damage, proceedings, or expense (including without limitation any reasonable legal costs) that the Publisher or any of its Affiliates incur as a result of a breach or an alleged breach by the Customer of any of the warranties contained in this Agreement.

12.3. Without prejudice to its rights and remedies under this Agreement or at law, the Publisher shall be entitled to take down any Custom Webcast from the Website Location if it considers that the Customer Materials contain any Inappropriate Content.

13. Liability

13.1. The Publisher does not guarantee that:

- (a) the Hosting Services will be performed error-free or uninterrupted; or
- (b) the Hosting Services will meet the Customer's requirements, specifications or expectations.

The Customer acknowledges that the Publisher does not control the transfer of data over communications facilities, including the internet, and that the Hosting Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Publisher is not responsible for any issues relating to the performance, operation or security of the Hosting Services that arise from the Customer Materials or the Customer's or any third party's content. The Publisher does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness or usefulness of third-party content or services, and excludes all liability arising from or related to third party content or services.

13.2. To the extent not prohibited by law, all express or implied warranties or conditions are expressly included.

13.3. Nothing in this Agreement excludes or limits the liability of either Party for:

- (a) any liability which cannot be excluded or limited under applicable law;
- (b) any indemnity given by such Party under this Agreement; or
- (c) the non-payment of any Fee in accordance with terms of this Agreement.

- 13.4. Subject to Clause 13.3, under no circumstances shall either Party be liable to the other Party, whether in contract, tort (including negligence) or otherwise, for:
- (a) any indirect, punitive, exemplary, special or consequential losses;
 - (b) loss of revenue or anticipated revenue;
 - (c) loss of savings or anticipated savings;
 - (d) loss of business opportunity;
 - (e) loss of profits or anticipated profits; or
 - (f) loss of wasted expenditure.
- 13.5. Subject to Clauses 13.3 and 13.4, the Publisher's total aggregate liability in respect of any and all claims (whether in contract or tort), misrepresentation (whether innocent or negligent), restitution or otherwise arising out of or in connection with this Agreement shall not exceed 125% of the Fees paid by the Customer.
- 13.6. The Publisher's liability shall not be limited for willful acts or 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 jeopardizes 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.

14. Force Majeure

- 14.1. In this Clause 14, **Force Majeure Event** means an event beyond the reasonable control of a Party which does not relate to its fault or negligence (not including industrial action by employees of that Party or its representatives, or any breakdown of plant or machinery under the control of that Party or its representatives), where the impact could not have been avoided by the use of reasonable business continuity/disaster recovery measures.
- 14.2. Neither Party will be responsible for a failure to carry out any obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event, as long as the affected Party:
- (a) promptly notifies the other Party that it has occurred, how long the Party thinks it will last and immediately notifies the other Party when it has ended;
 - (b) takes all reasonable steps to prevent, avoid and minimize the effects of the Force Majeure Event;
 - (c) carries out its duties to the best level reasonably achievable while the Force Majeure Event is on-going; and
 - (d) with any agreed disaster recovery plan.
- 14.3. Clause 14.2 does not apply to any obligations to make payments due under this Agreement.
- 14.4. Subject to Clause 14.3, if the Force Majeure Event prevents one Party from complying with any material obligation under this Agreement and continues for more than three (3) months, either Party may terminate this Agreement with immediate effect by giving written notice.

15. Entire Agreement

This Agreement sets out the entire agreement of the Parties with respect to its subject matter and no prior oral or written statement or representation not contained in this Agreement shall have force or effect, save that nothing in this Agreement shall exclude or limit a Party's liability for fraud.

16. Assignment

- 16.1. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that either Party without such consent may assign this Agreement and its rights and obligations hereunder to any of its holding company (and each of its subsidiaries) or subsidiary companies or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which this Agreement relates.
- 16.2. The Publisher shall be entitled to subcontract any of its obligations under this Agreement without requiring the prior consent of the Customer.

17. Notices

Any notice or other written communication given under or in connection with this agreement may be delivered personally or sent by post or by facsimile (but not, for the avoidance of doubt by email or any other means other than as specified) to the addresses of either Party as set out above.

18. General

- 18.1. No modification or amendment to this Agreement shall be binding on either Party unless it is agreed in writing by both Parties.
- 18.2. This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between the Parties.
- 18.3. If any of the provisions in this Agreement are or become invalid under any applicable statute or rule of law, all other remaining provisions shall remain in full force and effect.
- 18.4. A person who is not a Party has no right to enforce any term of this Agreement.
- 18.5. The failure by either Party to enforce any one or more of the terms of this Agreement at any time or for any period shall not constitute a waiver of such term or of that Party's right to enforce any and all terms of this Agreement subsequently.
- 18.6. Save as required by law or as otherwise provided for in this Agreement, no publicity shall be made by either Party relating to any matter in connection with this Agreement without the prior written consent of the other Party.
- 18.7. 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 Anti-Bribery and Anti-Corruption Policy (as amended from time to time and currently available at springernature.com/businesspartnercodeofconduct-EN).

19. Governing Law And Jurisdiction

- 19.1. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of New York without regards to any conflict of law provisions.
- 19.2. Subject to Clause 19.3, any disputes arising out of or in relation to this Agreement shall be exclusively brought before the state and federal courts located in the state of New York, and the Parties consent to the personal jurisdiction and venue of such courts.
- 19.3. 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 this Agreement is entered into in the course of the Customer's trade or profession, the country of the place of business in which this Agreement was agreed to or (if different) the country of Customer's principal place of business.
- 19.4. The Publisher may from time to time modify these terms and conditions by publishing any changes online. The Customer should check online before placing an Insertion Order since by placing such an order, the Customer agrees to be bound by any such updates to the terms and conditions.

For more information on advertising opportunities, contact your Account Manager or our Sales Operations Team.

To keep up-to-date on marketing solutions like these, sign-up for our alerts at

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