SPRINGER NATURE

Clinical Custom Content Terms & Conditions

Last Updated: April 2026

These Terms and Conditions shall apply to all Clinical Custom Content published by the Publisher. Clinical Custom Content, whether Publisher-created or submitted by the Customer, is not accepted unless and until confirmed in writing by the Publisher. By engaging the Publisher to create Clinical Custom Content, or by submitting Customer-supplied content for consideration, the Customer agrees to be bound by these Terms and Conditions, 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 Clinical Custom Content Order together;

1.2. **"Applicable Law"** means any applicable law, statute, bylaw, regulation, ordinance, rule, order, regulatory policy, guidance, or industry code, rule of court, or directive or requirement or notice of any regulatory body (including without limitation any Regulatory Authority, industry body, or self-regulatory body), delegated or subordinate legislation in any relevant jurisdiction, as amended, re-enacted, or 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. **"Business Partner Code of Conduct"** means the Publisher's Business Partner Code of Conduct that is available at *www.springernature.com/businesspartnercodeofconduct-EN*, which may be updated from time to time;

1.4. **"Clinical Custom Content Order"** means any order for Clinical Custom Content submitted to the Publisher for the publication, reproduction or insertion of Clinical Custom Content in or on any Journal or Digital Format;

1.5. **"Clinical Custom Content"** means content created by or supplied to the Publisher that carries and promotes the Customer's Marks, meets the Publisher's Guidelines for Clinical Custom Content and that is (or is to be) published, reproduced or inserted in or on any Journal, Promotional Campaign, or Digital Format pursuant to a Clinical Custom Content Order, including without limitation any:

1.5.1. **"Branded Clinical Custom Content"** meaning scientific content that focuses exclusively on subjects related to specific branded medicinal drugs and medical devices approved by Regulatory Authorities of the country or territory that the content is intended to be published in, or manufacturers of such medical products; and

1.5.2. "Unbranded Clinical Custom Content" meaning content that covers subjects related and relevant to medical or scientific audiences, while not covering, mentioning or alluding to branded medicinal drugs and/or medical devices, and/or any manufacturer of such medical products (whether by product brand name or otherwise), whether or not such medicinal products or medical devices have been approved by Regulatory Authorities;

1.6. **"Collection Page"** means a dedicated, Customer-branded landing page that Customers with three or more pieces of Clinical Custom Content in a Digital Format can purchase for an additional fee;

1.7. **"Confidential Information"** means the terms of the Clinical Custom Content Order and any other information that 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; or (c) is in, or comes into, the public domain other than due to wrongful use or disclosure by the receiving Party;

1.8. **"Customer"** means the person or legal entity who submits a Clinical Custom 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;

1.9. **"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 the Customer;

1.10. **"Customer Material"** means all information and materials which are provided by the Customer to the Publisher, including but not limited to Customer Marks, reference materials, images and figures;

1.11. **"Customer-supplied Clinical Custom Content"** means Clinical Custom Content supplied by the Customer to the Publisher;

1.12. **"Delivery Dates"** mean the target publishing date(s) specified in the Clinical Custom Content Order;

1.13. **"Digital Format"** means any internet site, application or other online platform operated, owned or controlled by the Publisher or any third-party partner of the Publisher;

1.14. **"Fee"** means the rates payable for the Clinical Custom Content set out in the Clinical Custom Content Order;

1.15. **"Force Majeure Event"** shall have the meaning set out in Clause 13;

1.16. **"German Entity"** means Springer Nature Customer Service Center GmbH, whose principal place of business is Europaplatz 3, 69115 – Heidelberg, Germany;

1.17. **"Group"** means the Publisher, its parent undertaking and the subsidiary undertakings of its parent undertaking and its associated companies;

1.18. **"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, 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;

1.19. **"Journal"** means any journal or other print publication published by or on behalf of the Publisher;

1.20. **"Medical-Legal Review"** means the process by which the Customer evaluates and confirms (a) the accuracy of the Clinical Custom Content and (b) compliance of Clinical Custom Content and/or the Promotional Campaign with any Applicable Law, codes, standards and guidance from relevant Regulatory Authorities and industry bodies of the country or countries the Customer intends Clinical Custom Content to be published and/or the Promotional Campaign to be carried out;

1.21. **"Product Specifications"** means the Publisher's standard requirements and limitations, including but not limited to: word count; subject matter and the corresponding number of permissible images; citations; interview sources and figures, as defined in the Publisher's Guidelines for Clinical Custom Content;

1.22. **"Promotional Campaign"** means the multi-channel digital promotion plan chosen by the Customer in the Clinical Custom Content Order and implemented by the Publisher to promote the Clinical Custom Content to the Customer's target audience;

1.23. **"Publication"** means any Journal or Digital Format owned, operated, maintained or used by the Publisher;

1.24. **"Publisher"** means the Springer Nature contracting entity to the Clinical Custom Content Order;

1.25. **"Publisher Branding"** means any logos or trademarks or other marks of the Publisher and/or any member of its Group that are applied to any Clinical Custom Content;

1.26. **"Publisher Services"** means the services provided by the Publisher as set out in the Clinical Custom Content Order;

1.27. **"Publisher's Guidelines for Clinical Custom Content"** means the guidelines concerning the editorial specifications and limitations of Clinical Custom Content, which may be distributed by Publishing Managers at the commencement of a project, and which may be updated from time to time;

1.28. **"Publisher-created Clinical Custom Content"** means Clinical Custom Content that is written, edited and designed by the Publisher on behalf of the Customer;

1.29. **"Rate Card"** means the rate card of the Publisher for services as amended by the Publisher from time to time;

1.30. **"Redrawn Figure"** means a figure redrawn by the Publisher based on a figure supplied originally by the Customer, as a separately contracted paid service;

1.31. **"Related Persons"** means a Party's employees, officers, representatives, agents, contractors and advisers;

1.32. **"Regulatory Authority"** means any regulatory authority or competent body in any jurisdiction that is relevant to the manufacture, approval, registration, sale, promotion, testing, research, and marketing of any medicinal drug or medical device, combination products, and related clinical or healthcare services;

1.33. **"Style Guide"** means the Publisher's standard editorial guidance on spelling, grammar, sentence structure, and image placement;

1.34. **"Technical Specifications"** means the Publisher's technical requirements for advertising that are available from the Publisher, which may be updated from time to time;

1.35. **"Terms and Conditions"** means the terms and conditions set out on these pages, which might be amended by the Parties from time to time in accordance with Clause 14.18;

1.36. **"US Entity"** means Springer Nature Customer Service Center LLC, whose principal place of business is One New York Plaza, Suite 4600, New York, NY 10004-1562; and

1.37. **"Workflow"** means the Publisher's standard workflow for Clinical Custom Content, as described in Clause 3 and the Publisher's Guidelines for Clinical Custom Content.

2. Obligations Of The Parties

2.1. PUBLISHER OBLIGATIONS

2.1.1. Save to the extent caused by its gross negligence or willful misconduct, the Publisher shall not be responsible for any error or omission in any Clinical Custom Content; for any damage or loss of any copy, electronic files, data, drawings, or other materials supplied for the purpose of Clinical Custom Content; or for any shrinkage or color alteration that may occur during the normal course of production.

2.1.2. Subject to the terms of the Agreement, the Publisher agrees, on a non-exclusive basis, to provide the Publisher Services, as specified within the Clinical Custom Content Order, in consideration of the payment of the Fee and the Customer's compliance with the terms of the Agreement.

2.1.3. The Publisher shall use reasonable efforts to provide the Publisher Services within timeframes defined by the Workflow, as mutually agreed by the Publisher and Customer.

2.1.4. Delivery of the Publisher Services shall be completed on the Publisher's publication of the Clinical Custom Content in the Publication, or the Publisher's fulfillment of the Promotional Campaign, as applicable.

2.1.5. Without limitation of the Customer's obligations in Clause 2.2 and Clause 3.7.7, the Publisher shall be responsible for the design, look and feel of the Clinical Custom Content (including branding, size and positioning of Customer Marks or any other Customer Material (subject to Clause 2.1.6)).

2.1.6. Without limitation of the Customer's obligations in Clause 2.2 and Clause 3.7.7, the Publisher shall retain editorial control over any Clinical Custom Content generated through the Publisher Services, whether published in a Publication or via a Promotional Campaign. The Customer shall not amend, modify or change any such Clinical Custom 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 Clinical Custom Content, in breach of this Clause 2.1.6, shall render such Clinical Custom Content as Customer Materials for the purposes of this Agreement, for which the Publisher shall not be responsible or liable for, in any way, under this Agreement or otherwise.

2.2. Notwithstanding the foregoing in Clause 2.1.6, the Customer may assert editorial control over the text of any Clinical Custom Content in its own corporate communications provided it (a) does not use the layout of the Clinical Custom Content, (b) removes all Publisher Branding incorporated in the Clinical Custom Content; (c) removes any credit, reference or link to the Publisher or any of the Publisher's Group companies and their respective personnel in any such communications; (d) removes any images procured by the Publisher under Clause 3.3; and (e) the use complies with the Applicable Law. Customer acknowledges any amendment, modification or change it makes to the Clinical Custom 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.

2.2.1. The Publisher may, at its sole discretion, reject, refuse, remove, omit, postpone, cancel, or require changes to the whole or part of any Customer Material, Clinical Custom Content Order or Clinical Custom Content planned for inclusion in a Publication at any time, whether or not it has accepted the Clinical Custom Content Order. This right includes, but is not limited to, decisions about publication dates, positioning of the Clinical Custom Content, and/or whether to accept the Clinical Custom Content Order subject to additional conditions, which will be notified by the Publisher to the Customer.

2.2.2. Any failure by the Publisher to publish, or non-publication of, the Customer Material or Clinical Custom Content, for any reason whatsoever, shall not constitute a breach of this Agreement. 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 Clinical Custom Content. The Agreement shall immediately terminate on the date of the notice of non-publication or cancellation of the Clinical Custom Content by the Publisher, and any applicable charges to the customer, subject to Clause 10.4, will be invoiced.

2.2.3. Without limitation of Clauses 2.2.1 or 2.2.2, the Publisher, with agreement from the Customer, may at its sole discretion amend, adapt or change the Customer Material, if the Customer or the Customer Material fail, in any

way whatsoever, to comply with Clauses 2.3.1 or 6.1. The Publisher accepts no responsibility for any errors in Clinical Custom Content following Customer approval, including (without limitation) any errors that arise from any changes or alterations undertaken by the Publisher at the Customer's request. Any shrinkage or colour alteration that may occur during the normal course of publication shall not be a material defect. In the event of an error as a result of a material typographical error caused by the Publisher, in any Clinical Custom 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, to re-run the Clinical Custom Content free of charge, as booked, and to correct the version on the Digital Format.

2.2.4. The Publisher shall not publish any Clinical Custom Content or commence any Promotional Campaign without final approval from the Customer, and such approval shall not be unreasonably delayed, conditioned, or withheld. Such approval from the Customer shall confirm it has reviewed the Clinical Custom Content for compliance with Applicable Law and written confirmation that the Customer has complied with the requirements of Clause 3.7.7.

2.3. CUSTOMER OBLIGATIONS

2.3.1. The Customer shall:

a. provide all Customer-supplied Clinical Custom Content, Customer Material or text to the Publisher in accordance with the Publisher's Technical Specifications and the Publisher's Guidelines for Clinical Custom Content, as applicable;

b. submit all Customer-supplied Clinical Custom Content or Customer Material to the Publisher: (i) where the Publisher is the German Entity, by 23:59 CET; or (ii) where the Publisher is the US Entity, by 23:59 EST, in each case on the date notified by the Publisher to the Customer. If the Customer fails to provide the items by such date, the Customer acknowledges and agrees that the Publisher may not be able to fulfill its obligations under the Clinical Custom 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 any extent or at all;

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, including but not limited to the transfer of materials from or the inclusion in any interview or research conducted by the Publisher's Related Persons;

e. ensure that all Clinical Custom Content, whether Publisher-created or Customer-supplied, or Customer Material is correct, accurate and not misleading;

f. ensure that all Clinical Custom Content and Customer Material comply with all Applicable Law in relevant jurisdictions;

g. not knowingly undertake any activities which may in any way harm the Publisher's business or reputation;

h. avoid conflicts of interests with the Publisher, and promptly notify the Publisher of any that do arise;

i. obtain and maintain in full force all necessary consents, approvals, authorizations, licenses, and permissions that are required for it to perform its obligations under the Agreement; and

j. on request, provide reasonable co-operation with the Publisher and its Related Persons.

2.3.2. The Publisher's performance of the Publisher Services is subject to the Customer's compliance with this Clause 2.3 and Clause 3.

2.3.3. The Customer acknowledges and agrees that, subject to these Terms and Conditions, the Publisher shall maintain Clinical Custom Content on its websites for a minimum of 24 months following publication, unless otherwise agreed by the Publisher and Customer in writing.

2.3.4. The Customer acknowledges and agrees that Clinical Custom Content shall be prominently labeled 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 Clinical Custom Content shall be in a typeface that is at least the size of the body type of the Clinical Custom Content, so as not to confuse or potentially mislead readers into believing that it is produced by any of the Publisher's editorial teams.

2.3.5. The Customer acknowledges and agrees that Clinical Custom Content shall prominently display the Customer's logo, to ensure reader transparency as to the funding party of the Clinical Custom Content.

2.3.6. The Customer acknowledges and agrees that, in the case of Branded Clinical Custom Content, all content shall prominently display any product information as required by (a) the Applicable Law in the country in which the Publisher is established, (b) the Applicable Law of the country in which the Customer is established, and (c) the Applicable Law of the country or countries of the target audience for the content, including but not limited to an

approved product label, brief summary, summary of product characteristics, important safety information, and approved indications and risks, whether in full text or hyperlinks.

2.4. The Customer acknowledges and agrees that Clinical Custom Content may be published on a Digital Format that is restricted and accessible only to users who have certified they are healthcare professionals, if determined to be appropriate by the Publisher to comply with Applicable Law.

3. Clinical Custom 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 Clinical Custom Content.

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

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

3.4. Where the Publisher creates illustrations or graphics to be included in the Clinical Custom Content, the Publisher shall, when applicable, be responsible for procuring all relevant rights to publish the Clinical Custom 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 Clinical Custom Content in accordance with the Product Specifications and Workflow, as described in these Terms and Conditions and the Publisher's Guidelines for Clinical Custom Content.

3.6. Where Clinical Custom Content is to appear in a Journal, the Publisher shall design the Clinical Custom Content using the Publisher's current Clinical Custom 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 Clinical Custom Content, and that a Clinical Custom Content project has a maximum timeline of twenty-five (25) weeks from the submission of a briefing form or Customer-supplied content. While the Parties will try to avoid delay, if the timeline exceeds the maximum of twenty-five (25) weeks, the Publisher will cancel the project, subject to Clause 10, or the Customer will pay additional work charges per Clause 3.7.3, unless mutually agreed in writing otherwise.

3.7.2. The Workflow, as specified here and in the Publisher's Guidelines for Clinical Custom Content, permits the Customer, even if acting as an agent or buyer for the actual advertiser, three (3) text reviews and two (2) layout reviews, as follows:

a. the Customer shall receive an editable text draft of the Clinical Custom Content for review; all major changes or revisions must be made in the first text review, with only minor revisions permissible in subsequent reviews;

b. the Customer shall receive a third text draft, including marketing copy if requested, for any Medical-Legal Review by the Customer, and Springer Nature may pursue its own compliance review at this stage;

c. the Customer shall receive HTML and/or PDF layouts for review, along with marketing assets if requested; all major changes or revisions to the visual presentation of the Clinical Custom Content, including any required by the Customer's Medical-Legal Review, must be made in the first layout review, along with minor text edits for accuracy and errors only;

d. in the second layout review, only minor adjustments to the visual presentation of the Clinical Custom Content presentation are permissible; and

e. the Publisher retains full discretion to accept or reject any changes that might impinge editorial credibility or create risk, whether legal, financial, regulatory or otherwise, subject to Clause 10.4.

3.7.3. Any deviation by the Customer from the Product Specifications or Workflow may generate additional overage charges to the Customer based on half-day increments of $6,000 USD (or equivalent in local currencies). The Publisher is entitled to charge overage fees only with prior agreement, in writing, between the Publisher and Customer.

3.7.4. All Publisher-created Clinical Custom 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 Clinical Custom Content.

3.7.5. All Publisher-created Clinical Custom Content will adhere to the Publisher's Guidelines for Clinical Custom Content and be published in British English (as defined in the Publisher's style guide), unless the Publisher expressly agrees to publish a translation of the Clinical Custom Content on its local-language platforms.

3.7.6. Any Customer requests to change a published version of the Clinical Custom Content, (other than as outlined in Clause 2.2.3) needs the Publisher's written approval and shall be subject to the following conditions:

a. for changes of up to one sentence, including updates to html and pdf versions (where applicable), Customer may be charged a fixed administrative fee of $500 USD (or equivalent in local currencies) by Publisher in a separate order (to be waived at Publisher's discretion);

b. for changes between one and four sentences, the Customer shall purchase another promotional campaign, in a separate order, to support the Clinical Custom Content in question; and

c. changes to graphics or images, or changes of more than four sentences, are not permitted.

3.7.7. For all Clinical Custom Content, the Customer warrants and represents that it shall:

a. conduct a Medical-Legal Review and sign off said content as compliant with all Applicable Laws, and provide proof of such sign-off to the Publisher, prior to publication; and

b. monitor and promptly identify and notify Publisher of any changes to the Applicable Laws and any legally required changes to the information in the content, for as long as it remains on the Publisher's platforms.

4. Promotion Of Clinical Custom Contents

4.1. Subject to these Terms and Conditions, the Publisher shall employ reasonable efforts to market, advertise, and actively promote the Clinical Custom Content. The Publisher shall determine which marketing campaign it will undertake; it will be consistent with the specified Promotional Campaign agreed between the Publisher and the Customer. The Customer agrees to inform the Publisher of any limitations or restrictions on the distribution of the Clinical Custom Content in any third-party forum, website, platform, or medium employed by the Publisher in promoting the Clinical Custom Content; the Customer shall assume full responsibility for any violations by the Publisher of any such limitations or restrictions if unreported or reported inaccurately by the Customer to the Publisher. Further, the 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. If Clinical Custom Content is promoted on social media, Customer acknowledges and agrees that:

4.2.1. 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;

4.2.2. while the 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; and

4.2.3. the Publisher may, at its reasonable discretion and without liability to the Customer, refuse to promote any Clinical Custom Content if such promotion does not comply with Applicable Law and/or in any way may harm the Publisher's or any of its Group companies' business or reputation.

5. Collection Pages

5.1. If the Customer is eligible for a Collection Page, it acknowledges and agrees that:

5.1.1. the Fee for the Collection Page will be charged separately from a Clinical Custom Content Order;

5.1.2. the term for the Collection Page will be twelve (12) months, unless renewed no later than sixty (60) days prior to the end of the twelve (12) month period; and

5.1.3. if the Collection Page is not renewed by the Customer, Publisher will remove the Collection Page.

6. Warranties

6.1. The Customer contracts with the Publisher as a principal and warrants and represents to the Publisher that:

6.1.1. it has full capacity and authority to enter into a binding contract with the Publisher on the provisions of these Terms and Conditions;

6.1.2. 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;

6.1.3. 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;

6.1.4. all information and Customer Material supplied by the Customer and all Clinical Custom Content is accurate, legal, decent, honest, truthful, not misleading, and compliant with Applicable Law. For clarity and without limitation of the foregoing, all Clinical Custom Content complies with (a) the Applicable Law of the country in which the Customer is established; and (b) the Applicable Law of the country or countries of the target audience for the content;

6.1.5. it shall undertake and complete a Medical-Legal Review of any Promotional Campaign prior to the start of such Promotional Campaign and monitor compliance with the Applicable Law for the duration of the Promotional Campaign;

6.1.6. nothing contained in Customer Material or Clinical Custom Content is liable to bring the Publisher or any Publication into disrepute;

6.1.7. it shall promptly notify the Publisher in writing if any Clinical Custom Content or Promotional Campaign no longer complies with the Applicable Law or breaches any of the terms and conditions set forth herein, providing details of any non-compliance or breach of any terms and conditions;

6.1.8. it shall not represent to any third party that the Publisher or any member of its Group or representatives in any way endorses the Customer, the Clinical Custom Content and/or the Customer's products or services;

6.1.9. it shall ensure that all Clinical Custom Content is clearly labeled as prescribed in Clause 2.2.4 and is not designed or structured to resemble original research or review articles. The Customer warrants that the Clinical Custom Content and the Customer Material comply with the Publisher's Guidelines for Clinical Custom Content;

6.1.10. 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 Clinical Custom 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 Clinical Custom Content Order is submitted to the Publisher);

6.1.11. 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;

6.2. The Customer warrants and represents to the Publisher that:

6.2.1. it has all necessary rights, licenses, 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, including pursuant to Clauses 8.3 and 8.4;

6.2.2. it shall not submit the Clinical Custom Content, in whole or in part, to an academic or scholarly journal, book or publication as independent editorial from the Publisher; and

6.2.3. it fulfills Clause 2.3.1 (a) to (j) and Clause 3.7.7.

6.3. Each Party warrants to the other Party 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 a Party are to the fullest extent permitted by law expressly excluded.

6.4. Without limiting Clause 6.2, the Customer agrees and acknowledges that the Publisher makes no representation or warranty:

6.4.1. that publication of any Clinical Custom Content will be confined to persons resident in any particular legal jurisdiction(s);

6.4.2. as to the exact number of impressions that will be delivered on specific dates during the Promotional Campaign;

6.4.3. as to the quality of reproduction of Clinical Custom Content in any of the Publications;

6.4.4. as to the exact layout and format of any Publications, which shall be in the discretion of the Publisher; and

6.4.5. 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 Agreement limits or excludes either Party's liability for:

7.1.1. gross negligence or intentional misconduct;

7.1.2. fraud or fraudulent misrepresentation;

7.1.3. any other liability which cannot be limited or excluded by Applicable Law; or

7.1.4. any indemnity in this Agreement.

7.2. Subject to Clause 7.1, neither Party shall be liable to the other Party 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 with respect to 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 a Clinical Custom Content, Clinical Custom Content Order or Promotional Campaign shall not exceed the amount the Customer has paid the Publisher in connection with that Clinical Custom Content, Clinical Custom Content Order or Promotional Campaign, excluding the Customer's liability to pay the Fee, which is not subject to this cap.

7.4. The Customer agrees to, on demand, fully defend, indemnify and keep fully indemnified and hold harmless the Publisher and any affiliates or representatives 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. any material breach of these Terms and Conditions by the Customer (including without limitation any warranties under Clause 3.7.7 and Clause 6); or

7.5.1. any actual or potential infringement of a third party's Intellectual Property Rights; or

7.5.2. any non-compliance or violation of any Applicable Law by the Customer; or

7.5.3. the publication by the Publisher of Clinical Custom Content in accordance with a Clinical Custom Content Order.

7.6. Publisher shall not be responsible or liable for, in any way, under this Agreement or otherwise if it rejects, refuses, removes, omits, postpones, cancels, or requires changes to the whole or part of any Customer Material, Clinical Custom Content Order, Clinical Custom Content, or any Promotional Campaign if the Customer fails to provide written evidence to the Publisher that it has conducted a satisfactory Medical-Legal Review pursuant to Clause 3.7.7, Clause 6.1.5 or otherwise does not comply with the Applicable Law.

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 or its affiliated collections or supplements, and the Digital Formats, all of which rights are reserved exclusively by the Publisher absolutely, excluding the Customer Material as set out in Clause 8.1.3; and

8.1.3. the Customer Material onto the Publisher, and the Parties acknowledge and agree that Intellectual Property Rights in the Customer Material 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 Intellectual Property Rights in the Clinical Custom Content that vest in Publisher as a matter of law (excluding any Publisher Branding or third-party intellectual property incorporated into Clinical Custom 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 Clinical Custom Content in print and/or digital form and/or electronic form for the purposes of fulfilling its obligations under the Clinical Custom 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 license, allowing the Publisher to publish 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 license in Clause 8.3. The Customer shall obtain such license 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 Clinical Custom Content contracted with, created by, submitted to and/or accepted by the Publisher, as specified in the Clinical Custom Content Order and in accordance with this Clause 9.

9.2. Rates for Clinical Custom Content are specified in the Rate Card, or as may otherwise be agreed between the Parties and/or notified in writing to the Customer.

9.3. All amounts payable by the 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.

9.4. If based on applicable law any sales, value added or similar taxes are or become chargeable, the Customer will reimburse the Publisher 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. The Publisher shall provide to the Customer an appropriate invoice as required by law.

9.5. If based on applicable law any withholding or similar taxes are or become chargeable the Customer is not entitled to deduct these taxes from the principal amounts. The Customer shall remit these to the competent tax authority and shall provide Publisher with appropriate evidence of the remittance.

9.6. All prices quoted and agreed are final. Amounts due shall be payable by the Customer to the Publisher, in addition to any applicable overage charges agreed to in writing by the Customer, as provided in Clause 3.7.3.

9.7. Unless otherwise agreed by the Publisher in writing, or as provided in Clause 9.4, the Publisher shall invoice the Customer for the Fee within 14 days of the date of last signature.

9.8. If the maximum timeline for an ongoing Clinical Custom Content project, as stated in Clause 3.7.1, is exceeded, the Publisher shall invoice the Customer for the full amount stated in the Clinical Custom Content Order and any potential overage charges, as provided in Clause 3.7.3.

9.9. 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.

9.10. Without prejudice to any other rights or remedies that the Publisher may have, if the Customer fails to pay the Publisher on the payment due date, the Publisher may:

9.11. charge interest on the overdue amount at the rate per annum of 2%. Such interest shall accrue and compound daily from the payment date, as defined by Clause 9.9, until the date of actual payment of the overdue amount, whether before or after judgment; and

9.12. remove any and all Clinical Custom Content the Publisher may have in any Publications until payment has been made in full.

The Customer may terminate any Clinical Custom Content only in accordance with Clause 10.1. The Customer has no other rights of cancellation. In the event the Customer cancels Clinical Custom 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 a hundred percent (100%) of the Fee.

10. Cancellation

10.1. Once a Clinical Custom Content Order has been accepted by the Publisher, the Customer may only cancel the Clinical Custom Content, or alter the Customer Material or the Clinical Custom Content Order, within the first two (2) calendar weeks following acceptance of the Clinical Custom 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. The Publisher will negotiate with the Customer in good faith, but if such consent is not granted 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 percentage of the Fee to the Publisher:

10.2.1. where notice is received by the Publisher within two (2) calendar weeks following acceptance date of the Clinical Custom Content Order, zero percent (0%) of the Fee; or

10.2.2. where notice is received by the Publisher between two (2) and six (6) weeks following acceptance of the Clinical Custom Content Order, fifty percent (50%) of the Fee; or

10.3. where notice is received by the Publisher more than six (6) weeks following acceptance of a Clinical Custom Content Order, a hundred percent (100%) of the Fee.

10.4. Without prejudice to any other rights or remedies which the Publisher may have, the Publisher may terminate any Clinical Custom Content Order between it and the Customer immediately on giving notice to the Customer in the event that:

10.4.1. the Customer fails to pay any amount due to the Publisher on or by the due date for payment;

10.4.2. the Customer commits a material breach of any of these Terms and Conditions;

10.4.3. 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;

10.4.4. 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 Customer; or

10.5. the Customer, when commissioning Clinical Custom Content, breaches Clause 3.7.7 or any warranty under Clause 6.

10.6. Without limitation to any other right or remedy (including any indemnification pursuant to Clause 7), in the event of a unilateral cancellation by the Publisher under Clauses 2.2.1, 2.2.2, or 10.4 a hundred percent (100%) of the Fee shall immediately become due from the Customer to the Publisher; where a Force Majeure Event occurs and either Party cancels under Clause 13.1, zero percent (0%) of the Fee is payable.

11. Consequences Of Termination

11.1. All rights and licenses 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 terminates or expires, for any reason whatsoever, on or after the Publication Date:

11.2.1. the Fee is due and payable in full; and

11.2.2. the Publisher shall have no further obligations to the Customer, unless otherwise mutually agreed in writing at the time by the Parties.

11.3. 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.

11.4. 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, 10, 11, 12, 14 and 15.

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, contractors 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 Law; and

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 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 Law); and

12.3.2. which now or becomes public knowledge otherwise than by breach of this Agreement by the Party receiving the Confidential Information.

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 that, 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 endeavors, 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. All notices must be in writing in the English language and delivered personally, sent by first class post (or equivalent) or e-mail (subject to Clause 14.2) to:

14.1.1. in the Customer's case, your contact named in the Order at your registered office; or

14.1.2. in the Publisher's case, our Group General Counsel at Springer Nature, 4 Crinan Street, London, N1 9SQ UK, and the Publisher's contact named in the Clinical Custom Content Order (at the Publisher's registered office) or such other person(s) as either Party notifies the other Party.

14.2. Notification by email will not be effective service in any legal action, including arbitrations. Fax is not an acceptable form of notice.

14.3. A notice sent by: (a) hand is served when delivered; (b) first class post (or equivalent) is served two (2) Business Days after posting; or (c) email is served when transmitted (without "bounce-back,""out of office" response, or other error).

14.4. 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.

14.5. 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.

14.6. 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.

14.7. No third party shall have any rights to enforce these Terms and Conditions against the Publisher.

14.8. These Terms and Conditions and Rate Card (both as amended from time to time), and the Clinical Custom Content Order 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.

14.9. The contract between the Customer and the Publisher is personal to the Customer. The Customer may not assign, sub-license, sub-contract, transfer or charge the contract or any part of it without the prior written consent of the Publisher (not to be unreasonably withheld or delayed).

14.10. The Publisher may, without the consent of the Customer, assign all or any of its rights under this Agreement to any member of the Publisher's Group. Before ceasing to be a member of the Publisher's Group, any assignee shall assign all assigned rights back to the Publisher or to another member of the Publisher's Group.

14.11. The Publisher may sub-contract any of its obligations under the Agreement without requiring the prior consent of the Customer.

14.12. The Publisher always has the right to perform any or all of its obligations and exercise any or all of its rights under the Agreement through any member of its Group.

14.13. The Agreement does not constitute, establish, or imply any partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Neither Party shall have, nor represent that it has, any authority to make or enter into any commitments on the other Party's behalf or otherwise bind the other Party 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 shall be effective unless agreed to in writing by the Parties. 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 this Agreement, comply at all times with all law, 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 (for the Customer) and the Publisher's Code of Conduct available at www.springernature.com/codeofconduct-EN (for the Publisher).

15. Governing Law And Jurisdiction

15.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with: (a) where the Publisher is the German Entity, German law; or (b) where the Publisher is the US Entity, the laws of New York, USA.

15.2. Each Party irrevocably agrees that: (a) where the Publisher is the German Entity, the courts of Heidelberg, Germany; or (b) where the Publisher is the US Entity, the federal and state courts located in New York County, New York, USA, shall, in each case, have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including any non-contractual dispute or claim) and that, accordingly, any proceedings may be brought in those courts and each Party irrevocably submits to the jurisdiction of those courts.

15.3. Notwithstanding the provisions of Clauses 15.1 and 15.2, 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 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 the Customer's principal place of business.

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

salesoperations@nature.com

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

partnerships.nature.com