

IT IS AGREED as follows:

1. **DEFINITIONS**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“**Affiliate**” means a party controlling, controlled by, or under common control with another party, where “control” means the direct or indirect ownership of at least fifty percent (50%) of the stock or other equity interest of a party.

“**Authorised Users**” means Licensee’s full- and part-time faculty members, students, staff, researchers, contractors (provided that use by a contractor of Licensee is authorised solely to the extent it is for the benefit of Licensee, and not for the benefit of any third party).

“**Commencement Date**” means the date specified in the Term Sheet.

“**Content**” means the training videos and courses and all other materials accessed in the on-demand asynchronous training library titled “Nature Masterclasses Online”, access to which is licensed to Licensee under this Agreement.

“**Licence Fees**” has the meaning given to it in Clause 6.1.

“**Platforms**” means SN’s websites and other content delivery systems used by Licensee and Authorised Users to access SN’s content pursuant to this Agreement.

“**Product**” means the specific category of Content as specified in the Term Sheet.

“**Term**” means the effective period of this Agreement as specified in the Term Sheet.

1.2 In this Agreement a reference to a statutory provision includes a reference to the same as modified, re-enacted or replaced from time to time and any subordinate legislation made under it; headings shall not affect the interpretation of this Agreement; the words “include”, “includes”, “including” and “in particular” shall be construed as if they were followed by the words “without limitation”.

2. **GRANT AND SCOPE OF LICENCE**

2.1 Subject to Licensee’s compliance with this Agreement, and except as otherwise stated herein, SN hereby grants Licensee a non-exclusive, revocable and non-transferrable license to permit Authorised Users to access the Content during the Term only.

2.2 Authorised Users may access (including by remote access), browse, view, collate, display, search and retrieve the Content via the Platforms, solely for their personal educational, scientific, or research purposes.

3. **PROHIBITED USES**

3.1 Neither Licensee nor Authorised Users shall:

3.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

3.1.2 except as permitted by applicable law or this Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

- 3.1.3 except as permitted by applicable law or this Agreement, redistribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,
 - 3.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as webcrawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in this Agreement,
 - 3.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or
 - 3.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.
- 3.2 Licensee is not allowed to charge Authorised Users to access the Content.
- 3.3 Licensee shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or otherwise make SN's services under this Agreement, or the Content, available to any third party except as set out in this Agreement or attempt to obtain or assist third parties in obtaining access to the Content otherwise than as allowed by this Agreement.
- 3.4 Authorised Users shall not broadcast or onward-stream the Content (in whole or in part) to anyone who is not an Authorised User under this Agreement.
- 3.5 Licensee shall be responsible for monitoring and coordinating Authorised User registration and usage of the subscription access to the Content.
- 3.6 SN shall have sole discretion to determine the topics, scope form and experts featured in all Content. SN may amend, edit or remove any materials, including without limitation the Content, from the Platforms at any time without prior notice to the Licensee.
- 4. RIGHTS AND OBLIGATIONS OF SN**
- 4.1 SN may control access to the Content through Internet Protocol authentication or another identification method reasonably determined by SN.
- 4.2 SN reserves the right to monitor, investigate and analyse all available data including logfiles to detect misuse of the Content.
- 4.3 Where feasible, SN shall collect data on usage of the Content and process these according to applicable privacy and data protection laws and our applicable Privacy Policy.
- 4.4 SN shall use reasonable efforts to provide the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of SN's control (such as disruption to a third party server), and (b) server and software maintenance; and to restore access to the Content as promptly as possible in the event of an interruption or suspension of access to the Platforms.
- 4.5 SN reserves the right to discontinue publication or distribution of any part of the Content and to withdraw, edit, amend or retract any part of the Content to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim

4.6 SN and its suppliers retain all right, title, and interest in and to the Content, except as expressly set forth in this Agreement. Nothing in this Agreement shall grant Licensee any trademarks, patent rights, copyrights, and rights to any ideas and designs relating to the Content, the Platforms, and all software used to access the same.

5. **RIGHTS AND OBLIGATIONS OF LICENSEE**

5.1 Licensee shall at all times implement reasonable measures to (a) restrict access and use of the Content to Authorised Users as permitted under this Agreement (b) maintain the security and integrity of the Content accessible on or through Licensee's network, and (c) ensure that all Authorised Users are notified of and comply with the usage restrictions set forth in this Agreement.

5.2 Licensee shall terminate access for any individual who ceases to be an Authorised User for any reason.

5.3 In the event that SN's performance of its obligations under this Agreement requires that SN receive or otherwise process any personal data of Authorised Users, then Licensee shall obtain, if applicable, all necessary approvals and consent from Authorised Users for transfers of personal data to SN.

5.4 All data processed by SN is subject to SN's Privacy Policy, currently found here: <https://masterclasses.nature.com/online-privacy-notice/>.

5.5 Licensee shall promptly inform SN of any breaches in security in Licensee's network or its accounts which may result in unauthorised access to the Content.

5.6 If Licensee becomes aware of any unauthorised use of the Content by an Authorised User or third party, Licensee shall immediately inform SN and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorised User accessing or using the Content in violation of this Agreement.

5.7 If it is revealed that any password or access code has been provided to any individual who is not an Authorised User, without prejudice to SN's other rights, Licensee shall promptly disable such password or access codes to any such individual.

5.8 If it is revealed that Licensee has underpaid Licence Fees to SN, then without prejudice to SN's other rights, Licensee shall pay SN an amount equal to such underpayment calculated within 10 working days of SN's request.

5.9 SN does not endorse or approve any third-party website, nor is it responsible for updating or maintenance of the content of any of the third-party websites referenced in or by the Content.

6. **LICENCE FEES**

6.1 Licensee shall pay the fees set forth in the Term Sheet (the "**Licence Fees**"). Late payments shall be subject to interest at 1.5% above the Barclays Bank base rate, accruing monthly.

6.2 All amounts payable by Licensee 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.

6.3 If, based on applicable law, any sales, value added or other similar taxes are or become chargeable, Licensee will reimburse SN 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. SN shall provide to Licensee an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Licensee is not entitled to deduct these taxes from the principal amounts. Licensee shall remit these to the competent tax authority and shall provide SN with appropriate evidence of the remittance.

6.4 The Licence Fee, or any portion thereof, may be invoiced by a SN Affiliate, or by an agent designated by SN. Payment will be deemed made when received (i) by SN, (ii) a SN Affiliate, (iii) an agent designated by SN, or, (iv) with SN's prior written consent, an agent designated by Licensee.

7. **TERMINATION**

7.1 Either SN or Licensee may terminate this Agreement immediately upon written notice to the other party if the other party (including, with respect to Licensee, an individual Licensee) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the breach in reasonable detail. For clarity, non-payment of the Licence Fees is a material breach.

7.2 Either SN or Licensee may terminate this Agreement immediately upon written notice to the other party (including, with respect to Licensee, an individual Licensee) if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) an order is entered directing the liquidation of the other party, or (c) the other party becomes insolvent, or (d) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

7.3 SN may suspend the provision of the Content to a Licensee with immediate effect on written notice if:

7.3.1 SN has reasonable grounds to believe that Content is being used in a manner contrary to the terms of this Agreement;

7.3.2 Licensee fails to pay the Licence Fee for Content provided under this Agreement and fails to cure such non-payment within 30 (thirty) calendar days following notice from SN;

without prejudice to any other rights SN may have at law or in equity.

7.4 In the event of termination or expiration of this Agreement for any reason, the Content license shall terminate and Licensee shall (and shall procure all its Authorised Users shall) discontinue accessing the Content via the Platforms.

8. **CONFIDENTIALITY**

8.1 This Agreement, the pricing and the Parties' negotiations are the confidential and proprietary information of SN (collectively, the "**Confidential Information**"). Confidential Information shall not include any information which at the time of disclosure is

- (a) known to the recipient independently of this Agreement without a breach of any confidentiality obligation;
- (b) is in the public domain;
- (c) is made available to the recipient at any time by an independent third party which has not obtained it directly or indirectly in breach of any obligation of confidentiality to SN.

8.2 Licensee agrees to keep the Confidential Information strictly confidential and shall not disclose it to any third party except:

- (a) to officers or agents of Licensee (on a need to know basis); or
- (b) as required by law, including pursuant to a properly issued subpoena, or duly authorised government agency.

8.3 If Licensee (or its Authorised Users) is requested to disclose any Confidential Information pursuant to (b) above, it shall immediately notify SN of such request.

9. REPRESENTATIONS AND WARRANTIES

9.1 SN represents and warrants that (a) it has sufficient rights in and to the Content as granted herein, and (b) use of the Content by Licensee in accordance with this Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.

9.2 SN shall not be liable for any damages caused by (a) use of the Content by Licensee or any Authorised User other than as expressly permitted under this Agreement; (b) any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorised User's wilful misconduct, negligence, operator error, use other than in accordance with user documentation made available by SN; (c) failure by Licensee to implement recommendations previously advised by SN in respect of, or solutions for, faults in the Content or the Platforms; or (d) the de-compilation or modification of the Content or its merger with any other program by any person other than SN.

9.3 Except for the express warranties stated herein and to the extent permitted by Applicable Law, SN provides the content "as is" and makes no other representation or warranty. SN expressly disclaims any liability for any claim arising from or out of the content, including but not limited to any errors, inaccuracies, omissions, or defects contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose.

9.4 SN shall not be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this license agreement, even if it has been advised of the possibility of such damages.

9.5 SN's liability for any and all claims under this Agreement is limited to the License Fees actually paid to SN in the 12-month period immediately preceding the event giving rise to a claim.

9.6 Licensee represents and warrants its performance (and its Authorised Users' performance) of the obligations under Clauses 3.1-3.4 inclusive.

9.7 Licensee represents and warrants that it has the requisite authority to enter into this Agreement.

10. GENERAL

10.1 SN offers no representation or assurance that use of the Content will lead to publication with the Springer Nature Group, or any other publisher.

10.2 Licensee may not assign its rights or delegate its obligations or any part thereof under this Agreement without the prior written consent of SN. Any attempt by Licensee to assign or delegate any rights or obligations set forth in this Agreement without SN's prior written consent shall be null and void.

- 10.3 Except for any obligations to make payments to the other party hereunder, either party's delay or failure to perform any term or condition of this Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, pandemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement or a basis for liability.
- 10.4 If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect.
- 10.5 This Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent.
- 10.6 Failure or delay of either party to enforce any of its rights under this Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.
- 10.7 All notices must be in writing in the English language and delivered personally, sent by first class post (or equivalent, if nationally), by special delivery (if internationally) or e-mail (subject to Clauses 10.8 and 10.9) to:
- 10.7.1 for the Licensee, to the address set forth in the Term Sheet;
- 10.7.2 for SN, to Springer Nature, Research Solutions, 4 Crinan Street, London, UK N1 9SQ with a copy to the Legal Department, at the same address;
- 10.7.3 for email, to the email addresses set out in the Term Sheet;
- or such other person as either Party notifies the other Party.
- 10.8 Notification by email will not be effective service in any legal action, including arbitrations.
- 10.9 A notice sent by: (a) hand is served when delivered; (b) first class national post (or equivalent) is served two (2) Business Days after posting; (c) international special delivery is served five (5) Business Days after posting or (d) email is served when transmitted (without "bounce-back", "out of office" response, or other error).
- 10.10 This Agreement is solely for SN's and Licensee's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this Agreement.

11. **GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.

- 11.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).