

Torrossa Platform General Licensing Terms

1. Scope of application

Casalini Libri S.p.A., Fiesole – Italy (the “Licensor”) hosts and provides online access to the content of multiple independent publishers (“Publishers”) via the Casalini Torrossa Platform, Database, System and Web Interface (hereinafter referred to as the "Platform").

All clauses listed in these Torrossa Platform General Licensing Terms (“GLT”) apply to all contractual arrangements between the Licensor and its customers (“Licensees”) regarding the access and use of the Platform and the content therein (“Licensed Materials”) unless differently regulated by Content-Specific Conditions included in the Subscription/ Purchase Agreements (“Agreement(s)”).

The Licensor and the Licensee are defined as “the Parties”.

2. Content and Platform of Licensed Material

The materials that are the subject of these GLT are the publications available on the Platform, created and owned by the Licensor. Access to the Licensed Materials is pursuant to terms set forth in these GLT and relative Agreement(s).

3. Ownership and Intellectual Property Rights

Licensees and their Authorized Users acknowledge that any and all copyright and related rights, intellectual property rights, interests and ownership on the Platform, Licensed Materials and any trademarks or service marks relating thereto remain with Licensor or the Publisher(s). The Licensor and the Publisher(s) of the Licensed Materials hold exclusive rights to the commercial and economic use of the Platform indicated in this License and its Licensed Materials. Neither Licensee nor its Authorized Users shall have any right, title or interest in the Licensed Materials and the Platform except as expressly set forth in this License.

The Licensor and the Publisher(s) of Licensed Materials hold any and all copyright and related rights respectively on the Platform and the Licensed Materials, included but not limited to exclusive rights to reproduce, translate in any other language, publish, communicate to the public, record on any media, market or otherwise use the Platform and Licensed Materials in any way or form, either directly or indirectly, free of charge or at a charge, without any form of territorial limitation.

The Licensor reserves the right to modify the Platform, including the user interface and the format of the contents, to adapt it to technical or market requirements, to integrate it with other works, or to update or cause it to be updated by third parties.

These GLT and relative Agreement(s) do not assign or transfer to the Licensee any ownership and/or intellectual property right, title or interest in the Licensed Material and the Platform which are not specifically granted under this License and relative Agreement(s) and that remain expressly reserved to the Publisher(s) and the Licensor.

4. Authorised Users and Access Control of Licensed Material

Licensor hereby grants Licensee non-exclusive, non-transferable and limited license to provide Authorized Users with access to Licensed Materials for use in accordance with these GLT.

Access is pursuant to the fees established in the Agreement(s).

Authorized Users are:

- Institutional users, persons Affiliated with Licensee: full and part time employees (including faculty staff, affiliated researchers and independent contractors) of Licensee and students, regardless of the physical location of such persons, who are granted direct access to the Licensee's resources through authorized IP recognition, Proxy, VPN or equivalent authentication systems by the Institution;
- Walk-ins: person not affiliated with Licensee who are physically present at Licensee's site(s).

Access is permitted in the territorial coverage specified in the Agreement(s).

5. Authorized Use of Licensed Materials

The Licensed Materials may be used by Authorized Users exclusively for purposes of research and/or educational and non-commercial use as defined in the Agreement(s) and in compliance with the limitations listed in these GLT.

The number of permitted concurrent Authorized Users is specified in the Agreement(s).

Request for authorization outside of the provisions granted may be submitted to the Licensor for consideration in Licensor's sole discretion.

The source of Licensed Materials must always be duly cited.

The Licensed Materials may be used within the territory of the United States by Authorized Users for non-commercial Fair Use in accordance with Section 107 of the U.S. Copyright Law (Title 17, U. S. Code).

6. Restrictions

All rights not expressly granted by the Licensor are hereby reserved. The Licensee and its Authorized Users are expressly forbidden to:

- a) Translate, adapt, rearrange or otherwise modify the Licensed Materials;
- b) Re-use all or part of the Licensed Materials to create derivative works;
- c) Grant access to the Licensed Materials to subjects other than Authorized Users including but not limited to sublicensing the Licensed Materials;

- d) Exploit the Licensed Materials either directly or indirectly for profit or other economic or commercial purposes;
- e) Modify, integrate or update Licensed Materials;
- f) Bypass the technological protection measures and/or the digital rights management systems (if any) of the Platform and the Licensed Materials;
- g) Systematically print or download, manually or with automated systems, substantial parts of Licensed Materials;
- h) Disseminate to third parties all or part of Licensed Material in a manner or magnitude as to act as a replacement for the recipient's or recipient institution's own subscription or purchase of the relevant Licensed Material;
- i) Include Licensed Material into course-packs without Licensor's authorization.

7. Licensee Performance Obligations

- a) Licensee undertakes not to violate the Licensor's and/or the Publisher's rights to the commercial use, publication or other legal rights relating to the Platform and the Licensed Materials;
- b) Licensee shall use any reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under these GLT and relative Agreement(s), including any limitation on access or use of Licensed Materials as set forth in these GLT and relative Agreement(s);
- c) Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials nor shall Licensee knowingly permit any unauthorized use of Licensed Materials;
- d) Licensee undertakes to inform the Licensor immediately of any violation of which Licensee becomes aware and to immediately take any reasonable measures necessary to protect the Licensor's and/or Publisher's rights to the Licensed Materials;
- e) On being informed by the Licensor of a possible violation of Licensed Materials the Licensee undertakes to immediately proceed with any appropriate verification and to take any measures reasonably necessary to prevent the continuation of the violation;
- f) In any case, the Licensee shall not knowingly permit Authorized Users to jeopardize the economic interests of the Publisher and/or Licensor and the Licensed Materials and/or Platform;
- g) Furthermore, the Licensee shall not perform any operations that may affect the normal management of the Platform or cause any unjustified damage to the Licensor and/or the Publisher of the Platform and/or the Licensed Materials.

8. Warranties and Disclaimers

- a) Licensor warrants that it has the right to license the rights to use Licensed Materials, that it has obtained any and all necessary permissions from the Publisher to license the Licensed Materials, and that use of the Licensed Materials by Authorised Users in accordance with the terms of these GLT shall not infringe the copyright of any third party.
- b) Licensor warrants to have produced Licensed Materials with due care and professionalism;
- c) Licensor undertakes to provide COUNTER-compliant usage statistics and to meet Z39.88 (OpenURL) and Z39.50 (search target) basic standards;
- d) All Licensed Materials have persistent and stable URLs available in the catalogue section of the Platform which the Licensor encourages Licensee and Authorized Users to use to facilitate access to Licensed Material;

- e) Where applicable, Licensor shall use reasonable efforts to ensure that the online content is as complete as print versions of Licensed Materials, representing accurate and timely replications of the corresponding content;
- f) Licensor guarantees that the Platform and the Licensed Materials are free from any defect, virus or technological fault; the Licensor undertakes to correct or eliminate any fault that should occur;
- g) Despite the care and attention paid to producing the Platform and Licensed Materials, the Licensor does not guarantee that they are free of any errors or omissions;
- h) Access to Licensed Materials is granted without any other (implicit or explicit) guarantees or warranties; the Licensee declares that they have viewed and are satisfied with the Licensed Materials;
- i) Licensor does not guarantee that Licensed Materials correspond to the Licensee's expectations.

9. Licensor Performance Obligations

- a) Licensor declares that the server hosting the Licensed Materials is secure, that it meets high standards of availability and offers twenty-four hour access seven days a week. Nonetheless, in no event will the Licensor be liable for interruptions to the online access to Licensed Materials due to force majeure, for technical reasons or for any other reason out of their control;
- b) Licensor shall not be liable for any damages caused to authorized users or third parties;
- c) Within two (2) weeks of the Effective Date of the Agreement(s), Licensor shall make the published Licensed Materials available to Licensee and Authorized Users;
- d) Licensor will provide and maintain help files and other appropriate user documentation;
- e) Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions;
- f) Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and Authorized Users with a quality of service comparable to current standards in the scholarly information provision industry in the Licensee's locale. Licensor shall use reasonable efforts to provide continuous service with an average of 98% uptime per month;
- g) The 2% downtime includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee and their Authorized Users. Licensor shall notify Licensee in a timely manner of instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance;
- h) If the access to Licensed Materials fails to operate in conformance with the terms of these GLT, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed to Licensor by Licensee under the relative Agreement(s).

10. Notification of Modifications of Licensed Materials

Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give prompt reasonable notice to Licensee of any such changes. Failure by Licensor to provide such notice may be grounds for Early Termination by Licensee.

If any such modification makes the Licensed Materials less useful to Licensee or its Authorised Users, Licensor shall reimburse Licensee in an amount that the modification is proportional to the total Fees owed to Licensor by Licensee under the relative Agreement(s).

Further, Licensor shall notify Licensee as soon as possible when the URLs and server domain names that affect Licensee's access are modified.

Licensor reserves the right to withdraw from the Licensed Materials any work or part of a work for which it no longer retains the right to distribute, or for which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give prompt reasonable notice to the Licensee of such withdrawal. Failure by Licensor to provide such notice may be grounds for Early Termination by Licensee.

If any such withdrawal makes the Licensed Materials less useful to Licensee or its Authorised Users, Licensor shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed to Licensor by Licensee under the relative Agreement(s).

Licensor shall use reasonable efforts to ensure that Licensee does not lose access to content during a journal(s) transfer and that any access rights that have been granted shall be honoured.

11. Access Granted After Purchase and/or Expiry of Subscription Period

In case of termination of a subscription with perpetual access rights or following the purchase of permanent access of Licensed Materials, Licensor hereby grants Licensee access to the Licensed Materials that were accessible during the terms of the Agreement(s). Such access will be subject to an annual access fee on a royalty-free and perpetual base from the first full calendar year following the calendar year of subscription termination or purchase.

Such access and use by Authorized Users shall be in accordance with the provisions set forth in Articles 4, 5, 6 and 7 above.

In the case that the Licensed Material is the object of subscription Agreement(s) with no perpetual access rights, the subscription shall have full force and validity for the initial term of one (1) calendar year commencing the Effective Date of the relative Agreement(s) and shall be renewable at the end of such term for successive terms of one (1) year each, unless either the Licensee or the Licensor (the Parties) gives written notice of its intention not to renew the subscription sixty (60) days before expiration of the current term. If there are any changes in the renewal terms or pricing, the Licensor is required to notify the Licensee 30 days before the renewal date.

12. Authorizations

Licensee authorises Licensor to include their name and that of any institutions associated with them in lists of clients and/or users, which may be published for marketing or research purposes.

13. Confidentiality of User Data

The personal data relating to these GLT are collected and handled for the Licensor's internal use, Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual Authorised Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third Parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

14. Early Termination

In the event that either Party believes that the other has materially breached any obligations under these GLT and relative Agreement(s), or if Licensor believes that Licensee has exceeded the scope of the GLT, such Party shall so notify the breaching Party in writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non- breaching Party shall have the right to terminate these License and/or relative Agreement(s) without further notice.

Upon Termination of these License and/or relative Agreement(s) for cause, access and use of the Licensed Materials by Licensee and Authorised Users shall be terminated. Authorised copies of Licensed Materials may be retained by Authorised Users and used subject to the terms of these GLT and relative Agreement(s) .

In the event of Early Termination permitted by these GLT, Licensee, except if it is the breaching Party, shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the relative Agreement(s) from the date of termination.

15. Force Majeure

Neither Party shall be liable in damages or have the right to terminate this License for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

16. Dispute resolution and venue

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall

attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in California (or, if applicable, the federal court located in the Northern District of California). Licensor agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.