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**Health Systems**

The electronic versions of (a) the most recent print edition of *Health Systems*; and (b) all previous print editions of *Health Systems* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/hs/index.html together with any additional material that the Licensor makes available to the Licensee.
Higher Education Policy
The electronic versions of (a) the most recent print edition of *Higher Education Policy*; and (b) all previous print editions of *Higher Education Policy* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/hep/index.html together with any additional material that the Licensor makes available to the Licensee.

IMF Economic Review
The electronic versions of (a) the most recent print edition of *IMF Economic Review*; and (b) all previous print editions of *IMF Economic Review* and *IMF Staff Papers* that were first published within the later of (i) four (4) years prior the Commencement Date and (ii) 2007, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/imfer/index.html together with any additional material that the Licensor makes available to the Licensee.

International Abstracts in Operations Research
The electronic versions of a) the most recent abstracts uploaded to www.palgrave-journals.com/iaor; and b) all previous abstracts that were published online, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/iaor together with any additional material that the Licensor makes available to the Licensee.

*Section 4.6 does not apply to this title*

Journal of Information Technology
The electronic versions of (a) the most recent print edition of *Journal of Information Technology*; and (b) all previous print editions of *Journal of Information Technology* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/jit/index.html together with the electronic versions of *Journal of Information Technology Teaching Cases* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/jittc/index.html.

Journal of International Business Studies
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Journal of the Operational Research Society
The online issues of (a) the most recent print edition of *Journal of the Operational Research Society*; and (b) all previous print editions of *Journal of the Operational Research Society* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all online issues published (or digitalized) since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/jors/index.html together with the online issues of (a) the most recent print edition of *Knowledge Management Research & Practice*; and (b) all previous print editions of *Knowledge Management Research & Practice* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all online issues published (or digitalized) since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/kmrp/index.html together with any additional material that the Licensor makes available to the Licensee together with the online issues of (a) the most recent print edition of *Journal of Simulation*; and (b) all previous print editions of *Journal of Simulation* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all online
issues published (or digitalized) since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/jos/index.html together with any additional material that the Licensor makes available to the Licensee.

- **Journal of Simulation**
  The electronic versions of (a) the most recent print edition of *Journal of Simulation*; and (b) all previous print editions of *Journal of Simulation* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/jos/index.html together with any additional material that the Licensor makes available to the Licensee.

- **Knowledge Management Research & Practice**
  The electronic versions of (a) the most recent print edition of *Knowledge Management Research & Practice*; and (b) all previous print editions of *Knowledge Management Research & Practice* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/kmrp/index.html together with any additional material that the Licensor makes available to the Licensee.

- **Polity**
  The electronic versions of (a) the most recent print edition of *Polity*; and (b) all previous print editions of *Polity* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/polity/index.html together with any additional material that the Licensor makes available to the Licensee.

- **postmedieval: a journal of medieval cultural studies**
  The electronic versions of (a) the most recent print edition of *postmedieval: a journal of medieval cultural studies*; and (b) all previous print editions of *postmedieval: a journal of medieval cultural studies* that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL http://www.palgrave-journals.com/pmed/index.html together with any additional material that the Licensor makes available to the Licensee.

**LICENCE DETAILS:**

**Chargeable Users:**
Licensee’s average number of staff and students (as defined in the attached Terms) during the 12 month period prior to the Commencement Date:
Licensee's Full Staff and Students: [   ] (for Nature, Scientific American and Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals)
Licensee's Scientific Department Staff and Students: [   ] (for NPG Journals (excluding Scientific American) and NPG Third-Party Journals)

**IP Address** of Licensee Network:

**Commencement Date:**
**Supply Period:** 12 months from the Commencement Date or as otherwise extended in accordance with clause 4.1 of the attached terms.
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<th>Licence Fee:</th>
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**Special terms:**

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<tr>
<th>Licensor Details:</th>
<th>Licensee Details:</th>
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<tbody>
<tr>
<td><strong>Manager:</strong> Caroline Nevison</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Tel:</strong> +44(0)20 7014 4106</td>
<td><strong>Tel:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> +44 (0)20 7843 4921</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:c.nevison@macmillan.com">c.nevison@macmillan.com</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

**Helpdesk:**
- **Tel:** +44 (0)20 7843 4759
- **E-mail:** institutions@nature.com

The parties each agree to the terms of this Agreement (which expression includes this Schedule and the attached Terms).

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<tr>
<th>Signed by:</th>
<th>Signed by:</th>
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<tr>
<td>For and on behalf of</td>
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<td>Macmillan Publishers Limited</td>
<td>Licensee</td>
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TERMS

1. INTERPRETATION

1.1 In this Agreement (as defined below), unless the context requires otherwise, the following expressions have the following meanings:

"Agreement": means as defined in the Schedule;
"Authorised User": (a) every member of the teaching and research staff employed by or otherwise accredited to the Licensee whether full-time or part-time; (b) every student enrolled or accredited to the Licensee for the purposes of full-time or part-time attendance; (c) individual members of the public registered as users of the Licensee's library or information service; and (d) individual members of the public permitted to use the Licensee's library or information services; in each case who are permitted general access to the Network by the Licensee;
"Chargeable Users": as set out in the Schedule;
"Customer Support": the Helpdesk (as set out in the Schedule) providing reasonable e-mail and telephone support;
"Commencement Date": as set out in the Schedule;
"Full Staff and Students": the full time equivalent students enrolled or accredited to the Licensee and the full time equivalent teaching and research staff employed by or otherwise accredited to the Licensee (relevant to Nature, Scientific American, Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals only);
"Licence Fee": as set out in the Schedule;
"Network": the Licensee's local area network system of connected computers at the Site, the IP address for which is set out in the Schedule;
"Renewal Date": means as defined in Clause 4.1;
"Schedule": the attached schedule preceding the Terms to this Agreement;
"Scientific Department Staff and Students": the full time equivalent students enrolled or accredited to the Scientific Department of the Licensee and the full time equivalent teaching and research staff employed by or otherwise accredited to the Scientific Department of the Licensee (relevant to NPG Journals (excluding Scientific American) and Third-Party Journals only);
"Site": the premises located at the Site Address set out in the Schedule; and

"Supply Period": as set out in the Schedule or as otherwise extended pursuant to Clause 4.1.

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licenced Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive rights ("the Rights") for the Supply Period:

(a) access via the Network at any time (subject to Clause 7) the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licenced Material for research, teaching, and private study purposes by means of workstations located at the Site connected to the Network;
(b) make the Licenced Material accessible directly or remotely via the Network to the Authorised Users for their research, teaching, and private study purposes in accordance with the Licensee's customary policies and practices acceptable to the Licensor;
(c) permit Authorised Users to print and/or download individual articles and other individual items from searches of the Licenced Material for research, teaching, and private study purposes by means of workstations located at the Site connected to the Network;
(d) permit teaching staff accredited to the Licensee to reproduce individual articles from the Licenced Material for distribution to students accredited to the Licensee for the purpose of including such individual articles in course study packs;
(e) reproduce single copies of individual articles from the Licenced Material in hard copy print form for distribution without charge...
in hard copy form (but not electronically) to individual libraries of not for profit, non commercial organisations in accordance with fair usage guidelines. No right or licence is hereby granted to any person provided with such a copy to copy or otherwise deal with that individual article; and
(f) create a hypertext link to any part of the Licenced Material provided that no person other than an Authorised User may use such hypertext link.

2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organisations, or to any other related or affiliated organisations. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

2.3 Title to, and ownership of, the Licenced Material (including any copies made by or on behalf of the Licensee including by the Authorised Users) is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1 and Clause 4.6. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.

2.4 The Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to and use of the Licenced Material. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such telecommunication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus or of the Licensee’s computer equipment.

3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it licence or permit others to, directly or indirectly, without the Licensor’s prior written consent:

(a) sell, distribute, license, rent or otherwise exploit the Licenced Material, or any element of it, for any commercial purpose;
(b) make the Licenced Material, or any element of it, available by any means to persons other than Authorised Users;
(c) make the Licenced Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;
(d) remove or obscure the Licensor's copyright notice from the Licenced Material including hard-copy print-outs;
(e) use the Licenced Material to create any derivative work, product or service, or merge the Licenced Material with any other product, database, or service;
(f) alter, amend, modify, translate, or change the Licenced Material;
(g) undertake any activity that may have a damaging effect on the Licensor’s ability to achieve revenue through selling and marketing the Licenced Material;
(h) otherwise use the Licenced Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it;
(i) make the Licenced Material or any part of it available by remote access to any person other than Authorised Users; or
(j) make mass, automated or systematic extractions from or hard copy storage of the Licenced Material.

4. TERM AND TERMINATION

4.1 This Agreement shall begin on the Commencement Date and continue for the initial period of the Supply Period as defined in the Schedule. The Licensor may agree to extend the Supply Period for additional one-year periods, from the end of the initial period or any subsequent additional one-year period (the “Renewal Date”), subject to payment of appropriate fees and acceptance thereof by the Licensor.

4.2 Either party may terminate the Supply Period at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach.

4.3 Licensor may terminate the Supply Period or the Supply Period for any part(s) of the Licenced Material only at any time upon thirty days’ written notice to the Licensee.

4.4 If termination of the Supply Period occurs as a result of notice being given by the
Licensee under Clause 4.2, 4.5 or 10.2 or by the Licensor under Clause 4.3 or 10.2 the Licensor shall repay the Licensee a prorata-ble proportion of the Licence Fee as represents the paid for but unexpired Supply Period at the date of termination. If the Supply Period is terminated for any part(s) of the Licenced Material only under Clause 4.3 then the Licensor shall repay the Licensee a prorata-ble proportion of that part of the Licence Fee that represents the Licenced Material so terminated only.

4.5 Either party may terminate the Supply Period forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

4.6 On expiry or termination of the Supply Period, Licensee shall have no rights of any kind to any Licenced Material published after the date of termination. On expiry or termination of the Supply Period, otherwise than as a result of notice being given by the Licensor under Clause 4.2, 4.3 or 4.5, the Licensee's non-exclusive licence of the Rights shall, subject to (except as otherwise set forth in this Clause 4.6) all the terms and conditions in this Agreement (including without limitation this sub-clause 4.6, Clause 4.8 and the other provisions of this Clause 4), continue indefinitely in respect of the Licenced Material first published during the Supply Period as follows:

(a) Those agreed Nature and NPG Journals elements indicated in Section A and B of the Schedule and those agreed Palgrave Macmillan Journals elements indicated in Section E of the Schedule SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); and

(b) Those agreed Third Party Journals elements indicated in Section C of the Schedule (the “C Content”) and those agreed Palgrave Macmillan Third Party Journals elements indicated in Section F of the Schedule SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); PROVIDED THAT due to rights restrictions it may only be possible to allow access to the C Content via the Network for a limited period or not at all. The Licensor shall, after the end of such limited period or if it is not able to allow any access via the Network and provided that it has the rights to do so, deliver the C Content in a physical storage media (the “Media”) to the Licensee SUBJECT ALWAYS to the Licensee's compliance with the terms of any additional licence terms notified to the Licensee on delivery of the Media (the “Media Licence”) that are appropriate for such physical media (for the avoidance of doubt, in respect of the use of the Media and the C Content by the Licensee the terms of the Media Licence shall prevail over the terms of this Agreement if there is a conflict or other inconsistency) and payment of such reasonable supply fee as Licensor may from time to time charge to cover its handling costs (or such alternative supply arrangement terms and costs as the parties may agree).

(“Post Supply Licence”).

For the avoidance of doubt, the Post Supply Licence shall not include access to any Licenced Material published prior to the Supply Period to which access may have been granted during the Supply Period.

4.7 Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licenced Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licenced Material is being used in a manner that contravenes the provisions of this Agreement or the Media Licence or in the event of delay or failure to pay in accordance with clause 5.

4.8 The Licensor may terminate this Agreement (including the Post Supply Licence) at any time upon written notice to the Licensee if the Licensee commits a breach of any term of this Agreement or the Media Licence. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the Licensee has remedied the default.

4.9 On termination of the Supply Period as a result of notice being given by the Licensor under Clause 4.2, 4.3 or 4.5 or on termination of the Post Supply Licence as a result of notice being given by the Licensor under Clause 4.8, the Licensee shall have no further rights of any kind in the Licenced Material and the Licensee agrees to destroy and use its best endeavours to procure that all Authorised Users destroy, all
Licenced Material stored on its Network or in CD-ROM or other hard copy form both on paper and in any digital information storage media or other physical media storage, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.10 When calculating the reasonable annual access fee payable by the Licensee pursuant to clause 4.6 the Licensor shall be entitled to increase such fee on an annual basis including but not limited to reflect any increase in the number of Chargeable Users, any change in the business of the Licensee or any increase in supply or other costs incurred by the Licensor.

5. LICENCE FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee and any other payments under this Agreement within 30 days of the date of invoice.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

5.3 If Licensee fails to make any payment due to Licensor under this agreement by the due date for payment, then Licensee shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time, or the maximum amount allowed by law, whichever is lesser. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Licensee shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

6. NATURE, NPG JOURNALS, THIRD-PARTY JOURNALS, PALGRAVE MACMILLAN JOURNALS AND/OR PALGRAVE MACMILLAN THIRD PARTY JOURNALS LICENCE FEE

6.1 Where the Licenced Material includes Nature, NPG Journals, Third-Party Journals, Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals elements the Licence Fee is calculated on the basis of Chargeable Users. The Licensee warrants that its Chargeable Users during the 12 months prior to the Commencement Date did not exceed the number of Chargeable Users as stated in the Schedule in respect of Nature, NPG Journals Third-Party Journals, Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals

7. LICENSEE’S UNDERTAKINGS

7.1 The Licensee will take all reasonable steps to ensure that the Licenced Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorised Users of the permitted use restrictions and other provisions set out in this Agreement.

7.2 The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorised Users.

7.3 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.

7.4 Subject to Clause 4.9, nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorised User as long as the Licensee complied with the terms of Clauses 6, 7.1, 7.2 and 7.3 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

7.5 The Licensor shall be entitled to monitor the use of the Licenced Material through the Licensors servers, or as the case may be any
8. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

8.1 The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licenced Material in accordance with this Agreement will not infringe the rights of any third party.

8.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defence and shall have the right at its option:
(a) to procure the right for the Licensee to continue using the Licenced Material;
(b) to make such alterations, modifications or adjustments to the Licenced Material that it becomes non-infringing without incurring a material reduction in performance or function; or
(c) to replace the Licenced Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

8.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licenced Material regardless of how caused. The Licensor does not warrant that access to the Licenced Material will be free from errors or faults. In the event of a fault, the Licensee shall notify Customer Support of the same by telephone, electronic mail or in writing.

8.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:
(a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licenced Materials;
(b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licenced Material; or
(c) the decompilation or modification of the Licenced Material or its merger with any other program or any maintenance repair adjustment or enhancement of the Licenced Material by any person other than the Licensor or its authorised agent; or
d) the Licensee or any Authorised User being unable to exercise the Rights due to the Licenced Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licenced Material is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.

8.5 The Licensee shall use its best efforts to safeguard the intellectual property, confidential information including without limitation the terms of this Agreement, and proprietary rights of the Licensor.

8.6 THE LICENCED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 8 AND CLAUSE 12, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENCED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED.

8.7 The content of the Licenced Material is subject to change without notice.

9. USAGE STATISTICS
(RELEVANT TO NATURE, NPG JOURNALS, THIRD-PARTY JOURNALS, PALGRAVE MACMILLAN JOURNALS AND/OR PALGRAVE MACMILLAN THIRD PARTY JOURNALS)

The Licensor confirms to the Licensee that usage statistics covering the online usage of Nature, NPG Journals, Third-Party Journals Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals covered by this Agreement will be provided. The Licensor further confirms that it shall use all reasonable endeavours to ensure that such
usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines, usage report content, frequency and delivery method PROVIDED THAT these statistics are strictly for the Licensee’s private internal use and the Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.

10. FORCE MAJEURE

10.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

10.2 If any event set out in Clause 10.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

11. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

12. LIABILITY

12.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is prohibited by law.

12.2 Except as provided for in Clause 12.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of US$10,000 or an amount equal to the fees paid under this Agreement.

12.3 Except as provided for in Clause 12.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:
(a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
(b) indirect, special, incidental or consequential loss or damage; and
(c) any inaccuracy in the Licenced Material.

13. GOVERNING LAW

The Agreement is governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

14. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

16. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.