

Consortial Online Access to the LINK Information System

From 17/05/01

Between

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and

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Arnoud de Kemp, Dep. Member of the Board

Consortium Number: 1053

the following Agreement for a consortium has been drawn up:

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- 4.4 *One Day User Training* will be offered free of charge to the members of the Consortium.

SECTION 5. TERM AND TERMINATION.

- 5.1 *Term.* Unless terminated by either party for Material breach of any of the important obligations identified in this Agreement (on thirty (30) days notice if not resolved within that period), the Term of this Agreement shall be for eight (20) subscription months, beginning May 1st, 2001. Springer will notify Subscriber six (6) months before the expiration of such Term, and Subscriber may thereupon renew upon similar terms and conditions as contained in this Agreement or the parties may negotiate a new Agreement.

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- 6.1 While negotiating this Agreement and during the Term thereafter, Springer may provide Subscriber with certain information which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include the terms and conditions of this Agreement, the substance of all negotiations relating thereto, all information pertaining to Springer and the Licensed Material which is proprietary to Springer, and any other material which has either been marked "confidential" by Springer or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
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SECTION 7. REPRESENTATIONS, WARRANTIES AND INDEMNITIES.

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- 7.3 *Disclaimers.* Notwithstanding the foregoing, however, Springer will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in the Licensed Materials or any part thereof arising from any act or omission or (to the maximum extent permitted by relevant laws) any negligence and **BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR SHALL SPRINGER BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF USE OF THE LICENSED MATERIALS,** save that Springer will replace any defective media delivered by it to Subscriber under this Agreement. Subscriber shall not be liable to Springer for breach of the terms of this Agreement by any Authorized User so long as Subscriber did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof.

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- 9.1 *Force Majeure.* Springer'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,

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- 9.2 **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Venue and Applicable Law. Venue for all disputes arising out of and in connection with the performance of this Agreement shall be - provided Customer is a merchant or treated as a merchant pursuant to § 38 German Code of Civil Procedure - Heidelberg.

- 9.3 This Agreement supplements the individual agreements with institutions covering online access to LINK (No. 39343.10/97). with respect to the subject matter of this Agreement, and shall not be subject to change or modification in whole or in part unless in writing signed by both parties hereto.
- 9.4 All Appendices attached hereto are incorporated herein.
- 9.5 **Taxes.** All amounts payable by Subscriber hereunder shall be exclusive of any sales, use, value added or similar taxes which shall be the sole responsibility of the Subscriber.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

Heidelberg, 06-07-01
Springer-Verlag GmbH & Co.KG



Arnoud de Kemp
Dep. Member of the Board
Marketing, Sales & Logistics

Reykjavik, 28 June 2001



Thorsteinn Halgrímsson
Deputy National Librarian



Gertraud Griepke
Journals/LINK Director

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