

SPRINGER NATURE**LICENSE AGREEMENT****LICENSE DETAILS:**

License ID number: 70577
Customer: Lithuanian Research Library Consortium
Primary Address: Gedimino Ave. 51, 01109 Vilnius, Lithuania

This License Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- Attachment 2: The Tender for the Services of Subscription to the Online Research Database Springer eBooks Collections, submitted by Licensor on 2 December, 2019.
- The General Terms and Conditions attached hereto;

When executed by both parties, this License Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

1. Products and License Fee

Products	License Fee	
	2020 Excluding VAT	2020 Including VAT
eBook Collections – Access Only	€ 156,642.00	€ 189,536.82
License Fees in Total	€ 156,642.00	€ 189,536.82

CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("OPEN ACCESS CONTENT"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

2. Payment Terms

- 2.1 The License Fee(s) is/are due within 60 days from the date of invoice. For multi-year contracts, Licensor will invoice Customer not earlier than 90 days prior to the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties. The Licensor shall issue only an electronic invoice to the Customer. The Licensor may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoice, which is not compatible with the European standard on electronic invoicing, should be issued via www.esaskaita.eu.

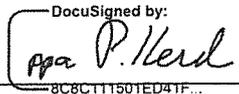
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IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

CUSTOMER

Signature: 
Name (Printed): Aušra Vaškevičienė
Title: Head of Administration
Date: 20 February 2020

LICENSOR

Signature: 
Name (Printed): Peter Kaul
Title: General Manager
Date: 26. Februar 2020

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Attachment 1

Customer and Licensee Information

Customer Information:

- Legal Entity Name: Lithuanian Research Library Consortium
- Address: Gedimino Ave. 51, 01109 Vilnius, Lithuania
- Contact Individual: Aušra Vaškevičienė, Head of Administration (Ausra.Vaskeviciene@lnb.lt)
- Business Partner ID: 2000422423

Licensee Information:

Business Partner ID	Legal Entity Name	Street	Postal Code	City	Country
3002546149	General Jonas Žemaitis Lithuanian Military Academy	Silo str. 5A	10322	Vilnius	Lithuania
3002546177	ISM University of Management and Economics	Ausros Vartu str. 7A	1304	Vilnius	Lithuania
3000191744	Kaunas University of Technology	K. Donelaicio str. 20	44239	Kaunas	Lithuania
3000098158	Klaipeda University	K. Donelaicio sq. 3	92144	Klaipėda	Lithuania
1000479719	Lithuanian Library of Medicine	Kastonu str. 7	1107	Vilnius	Lithuania
1000804630	Lithuanian University of Health Sciences	Eiveniu str. 6	50162	Kaunas	Lithuania
2000499273	Vilnius University	Universiteto str. 3	1122	Vilnius	Lithuania
3000191781	Vytautas Magnus University	Donelaicio St. 50-220	44244	Kaunas	Lithuania

Customer and Licensees will supply Licensor with an initial list of its IP addresses used for the access to the Content (if not already supplied to Licensor) prior to the Commencement Date, and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding any to the contrary in this License Agreement, notifications of IP address changes may be made in electronic format. Licensor's obligation to timely provide access to the Content under this License Agreement is conditioned on Licensee's provision of its IP addresses.

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Product Terms
eBook Collections
Access Only

1. Duration of Access

- 1.1 The Term shall begin on the last date of signature of the License Agreement (the "Commencement Date") and shall end on 31st December 2020.
- 1.2 Title lists may be accessed through <https://adminportal.springernature.com/metadata/books>. Major new title list acquisitions during the Term are not included in the license grant under these Product Terms.

2. Content

2.1 eBook Collections

Business Partner ID	Licensee	eBook Collections	eBook Collection Year	Estimated Number of Titles	Fee excluding VAT
3002546149	General Jonas Žemaitis Lithuanian Military Academy	Behavioral Science & Psychology	2020	215	€ 1,899.00
		History	2020	240	€ 1,383.00
		Law & Criminology	2020	241	€ 1,296.00
		Political Science & International Studies	2020	550	€ 2,418.00
		Social Sciences	2020	655	€ 2,481.00
3002546177	ISM University of Management and Economics	Business & Management	2020	490	€ 2,226.00
		Economics & Finance	2020	453	€ 2,439.00
3000191744	Kaunas University of Technology	Business & Management	2020	490	€ 5,316.00
		Chemistry & Materials Science	2020	307	€ 6,558.00
		Computer Science	2020	1185	€ 6,558.00
		Economics & Finance	2020	453	€ 5,835.00
		Engineering	2020	926	€ 6,558.00
3000098158	Klaipėda University	Engineering	2020	926	€ 3,558.00

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Business Partner ID	Licensee	eBook Collections	eBook Collection Year	Estimated Number of Titles	Fee excluding VAT
1000479719	Lithuanian Library of Medicine	Medicine	2020	886	€ 3,558.00
1000804630	Lithuanian University of Health Sciences	Biomedical & Life Science	2020	713	€ 5,030.00
		Medicine	2020	886	€ 5,030.00
2000499273	Vilnius University	Behavioral Science & Psychology	2020	215	€ 5,822.00
		Biomedical & Life Science	2020	713	€ 8,423.00
		Chemistry & Materials Science	2020	307	€ 8,423.00
		Computer Science	2020	1185	€ 8,423.00
		Education	2020	540	€ 6,914.00
		History	2020	240	€ 4,253.00
		Law & Criminology	2020	241	€ 3,989.00
		Literature, Media and Culture	2019 - 2020	944	€ 7,901.00
		Medicine	2020	886	€ 8,423.00
		Physics & Astronomy	2020	375	€ 8,423.00
		Political Science & International Studies	2020	550	€ 7,349.00
Religion & Philosophy	2020	294	€ 5,492.00		
Social Sciences	2020	655	€ 7,550.00		
3000191781	Vytautas Magnus University	Education	2020	540	€ 3,114.00

2.2 Section 2.1.3 of the General Terms and Conditions is not applicable to these Product Terms.

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General Terms and Conditions for Electronic Products

These **General Terms and Conditions** are part of and incorporated into the License Agreement by and between Licensor and Customer.

1. Definitions

1.1 "**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.

1.2 "**Access Only**" means that Licensee's access to the specified Content is limited to the Term only.

1.3 "**Archive Content**" means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of this License Agreement.

1.4 "**Authorized Users**" means Licensee's full- and part-time faculty members, students, staff, researchers, contractors (provided that use by a contractor of Licensee is authorized solely to the extent it is for the benefit of Licensee, and not for the benefit of the contractor or any third party), and authorized walk-in users.

1.5 "**Commencement Date**" means the date from which Licensee is granted access to the Content under individual Product Terms with respect to the Content identified in such Product Terms.

1.6 "**Content**" means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to Licensee under this License Agreement.

1.7 "**Continuing Access**" means Licensee's continuing access to the Content after the Term, which is unlimited in time, but subject always to all provisions of this License Agreement, excluding, however, the obligation to pay License Fees.

1.8 "**Customer**" means the party identified as "Customer" in Attachment 1 of the License Details.

1.9 "**Licensee**" means each of the parties identified as "Licensee" in Attachment 1 of the License Details.

1.10 "**Licensor**" means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.

1.11 "**Platforms**" means Licensor's websites and other content delivery systems used by Licensee and Authorized Users to access Licensor's content pursuant to this License Agreement.

1.12 "**Product**" means the specific category of Content identified in individual Product Terms.

1.13 "**Product Terms**" mean the terms and conditions applicable to specific categories of Content.

1.14 "**Term**" means the effective period of this License Agreement for an individual Product, as set forth in the Product Terms, including any renewal term.

2. Grant and Scope of License

2.1 Subject to Licensee's compliance with the License Agreement, and except as otherwise stated herein, Licensor hereby grants Licensee a non-exclusive, revocable and non-transferrable license to:

2.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in the License Agreement;

2.1.2 incorporate links on Licensee's intranet websites to the Content in full text format on the Platforms;

2.1.3 transmit to a non-commercial library single articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Licensee's staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

2.2 Authorized Users may solely for their personal educational, scientific, or research purposes:

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2.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content,

2.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, eBooks and portions thereof, individual database outputs, graphs, reports, or other individual items of the Content,

2.2.3 use single articles, eBooks and portions thereof, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented.

2.2.4 use the Springer Nature SharedIt functionality when available, or other means when necessary, to transmit single articles, chapters or other individual items of Content to third-party members of the Authorized Users' research group(s) for personal, scholarly, educational, or research use, but in no case for commercial purposes, nor in any manner that would serve as a replacement for a subscription to the Content.

3. Prohibited Uses

3.1 Neither Licensee nor Authorized 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 License Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

3.1.3 except as permitted by Section 2 or by applicable law or this License Agreement, re-distribute, 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 web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the License 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.

4. Rights and Obligations of Licensor

4.1 Licensor may control access to the Content through Internet Protocol ("IP") authentication or another identification method reasonably determined by Licensor.

4.2 Licensor reserves the right to monitor, investigate and analyze all available data including logfiles to detect misuse of the Content.

4.3 Where feasible, Licensor shall collect data on usage of the Content and process these according to the COUNTER Code of Practice and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by Licensee through a secure website, provided that these statistics are strictly for the Licensee's own internal use and 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.

4.4 Licensor shall use reasonable efforts to provide online access to the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, and (b) server and software maintenance ("Unavailability"); and to restore access to the Content as promptly as possible in the event of Unavailability, but in all cases no later than five (5) business days from Customer's notification (the "Grace Period"). If the Unavailability continues beyond the Grace Period, Customer shall be entitled to a pro-rata credit of any License Fees paid in advance on behalf of the affected Licensee for the affected Product. Licensor will credit the Customer with an amount calculated as follows:

0.02 percent (%) of the License Fee for the affected Product for each delayed day after the Grace Period.

All of Licensor's obligations and Licensee's rights under this Section 4.4 are subject to (i) Licensee's full compliance with this License Agreement and Licensor's reasonable instructions regarding access to the Content, (ii) Licensor's receipt of prompt notification of a loss of access or interruption, specifying the circumstances in reasonable detail, including affected Licensee and Product. Further, Licensor shall have no obligation under this Section 4.4 for

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any Unavailability caused in whole or in part by a Licensee or its Authorized Users, or by events described in Paragraph 10.2. For clarity, no fine will be paid for the accumulating periods of non-continuous interruptions. In the event that Licensor ceases to provide access to Continuing Access and/or Archive Content as a standard offering through the Platforms, Licensor may provide such Content to Licensee on physical media, or through other means, which may include, without limitation, access through the digital preservation services referred to in Section 4.5 below, to the extent Licensor's rights to the Content permit.

4.5 Licensor cooperates with a number of digital preservation services (e.g. CLOCKSS, and Portico) for the preservation of certain online products of Licensor. In the case of a triggering event set forth in Licensor's agreements with the digital preservation services, Licensee may be entitled to access the Content pursuant to such agreements. It is in Licensor's sole discretion to enter into or to continue such agreements.

4.6 Licensor 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.

4.7 Licensor and its suppliers retain all right, title, and interest in and to the Content, except as expressly set forth in this License Agreement. Nothing in this License 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 Authorized Users as permitted under this License Agreement, (b) maintain the security and integrity of the Content accessible on or through Licensee's network, and (c) ensure that all Authorized Users are notified of and comply with the usage restrictions set forth in this License Agreement. Licensee shall terminate access for any individual who ceases to be an Authorized User for any reason. In the event that Licensor's performance of its obligations under this License Agreement requires that Licensor receive or otherwise process any personal data of Authorized Users, then Licensee shall obtain, if applicable, all necessary

approvals and consent from Authorized Users for transfers of personal data to Licensor.

5.2 Licensee shall promptly inform Licensor of any breaches in security in Licensee's network or its accounts which may result in unauthorized access to the Content.

5.3 If Licensee becomes aware of any unauthorized use of the Content by an Authorized User or third party, Licensee shall immediately inform Licensor 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 Authorized User accessing or using the Content in violation of this License Agreement.

6. License Fees

6.1 Customer shall pay the fees set forth in the License Agreement (the "License Fees"). Delayed payments shall be subject to interest charges at the interest rate of 8 % above the set European Central Bank Interest Rate for Main Refinancing Operations. The Customer has the right to prove that the actual damage incurred by its default is less than as set forth in the second sentence of this Section 6.1, and will then only be obliged to pay the actual damage.

6.2 The amounts mentioned in this License Agreement as "License Fees in Total (including VAT)" shall be inclusive of all sales, use, withholding, value added or similar taxes as per Attachment 2 (Annex 1 to the Contract Documents: The Form of the Tender).

Licensor shall provide to Customer an appropriate invoice as required by law. If, based on applicable law, any withholding or similar taxes are or become chargeable, Customer has the right to deduct and withhold these taxes from the amount payable. Customer shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of the remittance. Licensor and Customer agree to cooperate and take all relevant steps in completing any procedural formalities necessary for Customer to make any payment without or at a reduced rate pursuant to a relevant double taxation agreement.

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

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7. Term and Termination

7.1 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party if the other party (including, with respect to Customer, an individual Licensee) materially breaches this License Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.

7.2 Either Licensor or Customer may terminate the License Agreement immediately upon notice to the other party (including, with respect to Customer, 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) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

7.3 In the event Customer fails to pay the License Fee for Content provided under one or more Product Terms, and fails to cure such non-payment within 30 calendar days following notice from Licensor, Licensor may, in its sole discretion, either (a) immediately and without further notice suspend access to the Content licensed under such Product Terms or (b) terminate the License Agreement pursuant to Section 7.1, either in its entirety, or solely with respect to the Content licensed under such Product Terms.

7.4 Licensor may suspend the provision of the Content to a Licensee with immediate effect on notice if Licensor has reasonable grounds to believe that Content is being used in a manner contrary to the terms of this License Agreement, without prejudice to any other rights Licensor may have at law or in equity.

7.5 Pursuant to Article 90(1) of the Law on Public Procurement of the Republic of Lithuania No. I-1491 Amendment Law, dated May 2, 2017 (the "Law on Public Procurement"), Customer may terminate this License Agreement (for itself and on behalf of the Licensees listed in Attachment 1) upon thirty (30) days' written notice to Licensor specifying the reasons in reasonable detail, if: (a) it is found that Licensor should not have been awarded the License Agreement if the Court of Justice of the European Union had declared it in a procedure pursuant to Article

258 TFEU (Treaty on the Functioning of the European Union) in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement; (b) if the License Agreement has been subject to a substantial modification in violation of Article 89 of the Law on Public Procurement of the Republic of Lithuania; or (c) if it is verified and it is evident that Licensor should have been excluded during the procurement procedure pursuant to Article 46(1) of the Law on Public Procurement. Upon termination of this License Agreement according to this Section 7.5, Licensor shall reimburse Customer a pro rata proportion of the then remaining paid License Fees for the unexpired period of this License Agreement, based on the number of full calendar months remaining in the Term for the relevant Product."

7.6 In the event of termination or expiration of the License Agreement for any reason (a) the license grant shall terminate with regard to the Content, (b) Licensee shall discontinue accessing the Content via the Platforms, (c) Licensee shall delete or destroy all copies of the Content on electronic and physical storage mediums in its possession or control, and (d) use reasonable efforts to ensure that its Authorized Users delete or destroy Content on their personal electronic devices and physical storage mediums. At Licensor's request, Licensee shall provide a certificate executed by an officer of Licensee attesting that such deletion or destruction has been fully effectuated. For clarity, however, the first two sentences of this Section 7.6 do not apply upon expiration of the Term of a Product with Continuing Access specified in the applicable Product Terms. All indemnification, confidentiality, and payment obligations in the License Agreement up to the termination date shall survive such termination or expiration.

7.7 Any termination right under this Section 7 may be exercised by or against Customer, or an individual Licensee, provided that in the case of termination by Licensor with respect to an individual Licensee, or termination by an individual Licensee with respect to Licensor, this License Agreement shall remain in effect with respect to all other Licensees.

8. Confidentiality

The License Agreement is the confidential and proprietary information of Licensor (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 License 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

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which has not obtained it directly or indirectly in breach of any obligation of confidentiality to Licensor. Customer and Licensee agree to keep the Confidential Information strictly confidential and shall not disclose it to any third party except: (a) to officers, accountants, attorneys, insurers or agents of Customer and Licensee who have a need to know the Confidential Information in order to permit Customer and Licensee to exercise its rights or fulfill its obligations under this License Agreement, and who are bound by a legal obligation of confidentiality with respect to the Confidential Information, (b) as required by law, or (c) pursuant to a properly issued subpoena, any order of any court, or other authority or governmental agency with the authority to obtain information regarding the License Agreement. If Customer or Licensee is requested to disclose any Confidential Information pursuant to (b) or (c) above, it shall immediately notify Licensor of such request, to the extent legally permissible give Licensor a reasonable opportunity to challenge the disclosure, and provide Licensor reasonable assistance in seeking a protective order or in connection with other measures to ensure that the recipient of the Confidential Information keeps it confidential.

9. Representations, Warranties, Indemnification

9.1 Licensor 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 the License Agreement shall not infringe or violate any copyright, trademark, or right of privacy or publicity of any third party.

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

9.3 Licensor shall defend, indemnify, and hold harmless Licensee and its Affiliates, successors and assigns ("Indemnified Parties") from and against any and all third party claims, demands, obligations, costs, losses and liabilities, (including reasonable attorney fees if a defense is not provided by Licensor, reasonable fees being such fees allowed by statutory law, if applicable) incurred by Licensee which arise out of a violation

of its representations and warranties set forth herein, subject to the conditions that Licensee (a) notify Licensor immediately upon becoming aware of any such third-party claim, (b) not attempt to compromise or settle the claim, (c) provide Licensor with all reasonably requested information and assistance, and (d) permit Licensor to have sole conduct of the defense and/or settlement of such claim with counsel of Licensor's choice at its expense. This Section 9.3 shall be the sole and exclusive remedy the Indemnified Parties may have with respect to any third party claims of misappropriation or infringement of intellectual property for the Content.

9.4 EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE CONTENT "AS IS" AND MAKES NO OTHER REPRESENTATION OR WARRANTY. LICENSOR 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. LICENSOR 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. LICENSOR'S LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS LICENSE AGREEMENT IS LIMITED TO THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

9.5 Customer represents and warrants that (a) it has the requisite authority to enter into this License Agreement and (b) if acting on behalf of one or more Licensees (i) it is fully and unconditionally authorized so to act and to bind such Licensee(s) to this License Agreement, and (ii) it has provided a copy of the License Agreement to Licensee(s) or afforded Licensee(s) the opportunity to review all provisions of the License Agreement applicable to Licensee(s).

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10. General

10.1 Licensor may assign its rights or delegate its obligations under this License Agreement, or any part thereof, to (i) an Affiliate, (ii) a party acquiring all or substantially all of Licensor's assets, or (iii) as part of a pledge of assets or similar arrangement in connection with credit agreements. Licensor will require any such party to comply with Licensor's obligations under this License Agreement. For clarity, in cases other than those specified in the first paragraph of this Section 10.1, Licensor may not assign its rights or delegate its obligations or any part thereof under this License Agreement without the prior written consent of Customer. Customer or Licensee may not assign its rights or delegate its obligations or any part thereof under the License Agreement without the prior written consent of Licensor. Any attempt by either party to assign or delegate any rights or obligations set forth in the License Agreement in a manner contrary to this Section 10.1 without the other party's prior written consent shall be null and void.

10.2 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 the License 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, 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 the License Agreement or a basis for liability.

10.3 If any covenant or other provision of the License 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.

10.4 Entire Agreement; Modification: This License Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License 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 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. The parties acknowledge that any amendments to this License

Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania No. I-1491 Amendment Law, dated May 2, 2017. . Failure or delay of either party to enforce any of its rights under this License Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.

10.5 In case of a conflict or ambiguity between these General Terms and Conditions and the Product Terms, the Product Terms shall prevail. In the event this License Agreement is translated into a language other than English, the English-language version of this License Agreement shall prevail in the event of any conflict between the English-language version and the translated version.

10.6 The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.

10.7 The parties acknowledge and agree that any controversies and disputes arising out of the License Agreement shall be decided exclusively by the courts of or having jurisdiction for Heidelberg, Germany, as far as legally permissible.

10.8 All notices given pursuant to the License Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Licensor shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz, 3, 14197 Berlin, Germany. Notice to Customer shall be to the address set forth in the License Details.

10.9 This License Agreement is solely for Licensor's, Customer's and Licensee's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this License Agreement.

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Attachment 2: The Tender for the Services of Subscription to the Online Research Database SPRINGERLINK,
submitted by Springer on 02-12-2019 (Annex 1 and Annex 2 only)

ANNEX I
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
SPRINGER EBOOKS COLLECTIONS
2ND DECEMBER 2019**

(Date)

Heidelberg, Germany

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	Springer Nature Customer Service Center GmbH
The name, surname and position of the person responsible for the availability of the access	Cem Uezuem (Licensing Manager)
Phone	+49 15114747869
E-mail	cem.uezuem@springer.com

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

Item No.	Type of proposed services	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1.	The services of subscription to the online research database <i>Springer eBooks Collections</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 31 December 2020:	€ 156.642,00	€ 189.536,82
1.1	<i>Behavioral Science and Psychology</i>		
1.1.1	General Jonas Žemaitis Military Academy of Lithuania	1,899.00 €	2,297.79 €
1.1.2	Vilnius University	5,822.00 €	7,044.62 €
1.2	<i>Biomedical and Life Science</i>		
1.2.1	Lithuanian University of Health Sciences	5,030.00 €	6,086.30 €
1.2.2	Vilnius University	8,423.00 €	10,191.83 €
1.3	<i>Business and Management</i>		
1.3.1	ISM University of Management and Economics	2,226.00 €	2,693.46 €
1.3.2	Kaunas University of Technology	5,316.00 €	6,432.36 €
1.4	<i>Chemistry and Materials Science</i>		
1.4.1	Kaunas University of Technology	6,558.00 €	7,935.18 €

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

Rest

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1.4.2	Vilnius University	8,423.00 €	10,191.83 €
1.5	<i>Computer Science</i>		
1.5.1	Kaunas University of Technology	6,558.00 €	7,935.18 €
1.5.2	Vilnius University	8,423.00 €	10,191.83 €
1.6	<i>Economics and Finance</i>		
1.6.1	ISM University of Management and Economics	2,439.00 €	2,951.19 €
1.6.2	Kaunas University of Technology	5,835.00 €	7,060.35 €
1.7	<i>Education</i>		
1.7.1	Vytautas Magnus University	3,114.00 €	3,767.94 €
1.7.2	Vilnius University	6,914.00 €	8,365.94 €
1.8	<i>Engineering</i>		
1.8.1	Kaunas University of Technology	6,558.00 €	7,935.18 €
1.8.2	Klaipėda University	3,558.00 €	4,305.18 €
1.9	<i>History</i>		
1.9.1	General Jonas Žemaitis Military Academy of Lithuania	1,383.00 €	1,673.43 €
1.9.2	Vilnius University	4,253.00 €	5,146.13 €
1.10	<i>Law and Criminology</i>		
1.10.1	General Jonas Žemaitis Military Academy of Lithuania	1,296.00 €	1,568.16 €
1.10.2	Vilnius University	3,989.00 €	4,826.69 €
1.11	<i>Literature, Media and Culture</i>		
1.11.1	Vilnius University	7,901.00 €	9,560.21 €
1.12	<i>Medicine</i>		
1.12.1	Lithuanian University of Health Sciences	5,030.00 €	6,086.30 €
1.12.2	Lithuanian Library of Medicine	3,558.00 €	4,305.18 €
1.12.3	Vilnius University	8,423.00 €	10,191.83 €
1.13	<i>Physics and Astronomy</i>		
1.13.1	Vilnius University	8,423.00 €	10,191.83 €
1.14	<i>Political Science and International Studies</i>		
1.14.1	General Jonas Žemaitis Military Academy of Lithuania	2,418.00 €	2,925.78 €
1.14.2	Vilnius University	7,349.00 €	8,892.29 €
1.15	<i>Religion and Philosophy</i>		
1.15.1	Vilnius University	5,492.00 €	6,645.32 €
1.16	<i>Social Sciences</i>		
1.16.1	General Jonas Žemaitis Military Academy of Lithuania	2,481.00 €	3,002.01 €
1.16.2	Vilnius University	7,550.00 €	9,135.50 €
	TOTAL:	€ 156,642,00	€ 189,536,82

Total price of the Tender, VAT inclusive – 189.536,82 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 32.894,82 EUR.

The VAT rate is 21%.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

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3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2020 – € 189.536,82 EUR (VAT inclusive).

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	5
2	Copy of accomplished European Single Procurement Document	17

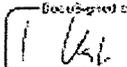
8. To perform the Agreement, we intend to invoke the following sub-suppliers N/A for this part of the Licence Agreement N/A.

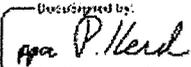
9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof
	N/A

* To be completed only in the cases when the confidential information is being submitted.

Springer Nature Customer Service Center GmbH

DocuSigned by:

 Ulrich Vest
 Managing Director
 Date: 03. Dezember 2019

DocuSigned by:

 Peter Philipp Werner Kaul
 Director Global Logistics / Prokurist
 Date: 03. Dezember 2019

ANNEX 2
to the Contract Documents
THE SPECIFICATION OF THE PROCUREMENT OBJECT

THE TECHNICAL SPECIFICATION

FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH DATABASE *SPRINGER EBOOKS COLLECTIONS*

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *Springer eBooks Collections* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@lnb.lt phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01504 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institutions shall have access to the online research database *Springer eBooks Collections*, which consists of following collections:
 - 4.1 *Behavioural Science and Psychology* – the collection should have not less than 210 books titles from the different fields of behavioural science and psychology, e.g. psychotherapy and psychology, women's health, cognitive behavioural therapy, etc.
 - 4.2 *Biomedical and Life Science* – the collection should have not less than 710 books titles from different fields of biomedical and life sciences, e.g. psychopharmacology, animal signals, ecosystems of our oceans, etc.
 - 4.3 *Business and Management* – the collection should have not less than 470 books titles from different fields of business and management, e.g. accounting, auditing & taxation, business information systems, entrepreneurship, marketing and statistics for business, etc.
 - 4.4 *Chemistry and Materials Science* – the collection should have not less than 300 books titles from different fields of chemistry and material sciences, e.g. physical chemistry, biotechnology, biochemistry, etc.

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- 4.5 *Computer Science* – the collection should have not less than 1130 books titles from different fields of computer science, e.g. database design, software engineering, cryptology, information retrieval, human computer interaction, etc.
 - 4.6 *Economics and Finance* – the collection should have not less than 450 books titles from different fields of economics and finance, e.g. accounting, business finance, banking, macroeconomics, etc.
 - 4.7 *Education* – the collection should have not less than 540 books titles from different fields of education, e.g. adult education, arts education, education policy, philosophy of education, etc.
 - 4.8 *Engineering* – the collection should have not less than 900 books titles from different fields of engineering, e.g. mechanical, aerospace, electrical, civil engineering, etc.
 - 4.9 *History* – the collection should have not less than 230 books titles from different fields of history, e.g. archaeology, political sciences, world history, etc.
 - 4.10 *Law and Criminology* – the collection should have not less than 220 books titles from different fields of law and criminology, e.g. human rights, international law, criminal justice, etc.
 - 4.11 *Literature, Media and Culture* – the collection should have not less than 480 books titles from different fields of literature, media and culture, e.g. literature, theatre, performance, etc.
 - 4.12 *Medicine* – the collection should have not less than 850 books titles from different fields of medicine, e.g. surgery, health informatics, oncology, pathology, intensive care medicine, orthopedic surgery, etc.
 - 4.13 *Physics and Astronomy* – the collection should have not less than 350 books titles from different fields of physics and astronomy, e.g. nanotechnology, space research, optic & lasers, etc.
 - 4.14 *Political Science and International Studies* – the collection should have not less than 520 books titles from different fields of political science and international studies, e.g. public policy, political theory, political psychology, international relationship, etc.
 - 4.15 *Religion and Philosophy* – the collection should have not less than 280 books titles from different fields of religion and philosophy, e.g. epistemology & philosophy of science, ethics, philosophical traditions, etc.
 - 4.16 *Social Sciences* – the collection should have not less than 610 books titles from different fields of social sciences, e.g. personality & social psychology, population studies, anthropology, etc.
5. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *Springer eBooks Collections* from the date of coming into effect of the License Agreement till 31 December 2020, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
 6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *Springer eBooks Collections* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
 7. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.

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8. At the request of the Authorized Institutions the Supplier shall make available the Licensed Materials in KBART format.

III. Authorised Institutions

9. Access to the Licensed Materials listed in Item 4 shall be given to the Authorised Users of the Authorised Institutions listed in Item 10 by allocating as follows:

Collection	Authorised Institutions
<i>Behavioral Science and Psychology</i>	<ul style="list-style-type: none"> • General Jonas Žemaitis Military Academy of Lithuania • Vilnius University
<i>Biomedical and Life Science</i>	<ul style="list-style-type: none"> • Lithuanian University of Health Sciences • Vilnius University
<i>Business and Management</i>	<ul style="list-style-type: none"> • ISM University of Management and Economics • Kaunas University of Technology
<i>Chemistry and Materials Science</i>	<ul style="list-style-type: none"> • Kaunas University of Technology • Vilnius University
<i>Computer Science</i>	<ul style="list-style-type: none"> • Kaunas University of Technology • Vilnius University
<i>Economics and Finance</i>	<ul style="list-style-type: none"> • ISM University of Management and Economics • Kaunas University of Technology
<i>Education</i>	<ul style="list-style-type: none"> • Vytautas Magnus University • Vilnius University
<i>Engineering</i>	<ul style="list-style-type: none"> • Kaunas University of Technology • Klaipėda University
<i>History</i>	<ul style="list-style-type: none"> • General Jonas Žemaitis Military Academy of Lithuania • Vilnius University
<i>Law and Criminology</i>	<ul style="list-style-type: none"> • General Jonas Žemaitis Military Academy of Lithuania • Vilnius University
<i>Literature, Media and Culture</i>	<ul style="list-style-type: none"> • Vilnius University
<i>Medicine</i>	<ul style="list-style-type: none"> • Lithuanian University of Health Sciences • Lithuanian Library of Medicine • Vilnius University
<i>Physics and Astronomy</i>	<ul style="list-style-type: none"> • Vilnius University
<i>Political Science and International Studies</i>	<ul style="list-style-type: none"> • General Jonas Žemaitis Military Academy of Lithuania • Vilnius University
<i>Religion and Philosophy</i>	<ul style="list-style-type: none"> • Vilnius University
<i>Social Sciences</i>	<ul style="list-style-type: none"> • General Jonas Žemaitis Military Academy of Lithuania • Vilnius University

10. The online access, including the remote access by the Authorised Users (except Authorised walk-in-users), to the Licensed Materials of the online research database *Springer eBooks*

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Collections shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lyb.lt>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 8 (eight) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE in academic libraries/ registered adult readers in public and other libraries	Address	IP addresses
1.	General Jonas Žemaitis Military Academy of Lithuania	360	Silo g. 5a, 10322 Vilnius	193.219.11.253 193.219.91.133 193.219.11.243 193.219.11.245 193.219.91.140 213.252.223.135-137 193.219.133.17-30
2.	ISM University of Management and Economics	1791	Aušros Vartų g. 7A, LT-01304 Vilnius, Lithuania	193.219.90.130
3.	Kaunas University of Technology	8969	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.171.0- 193.219.171.7 Wi-Fi
4.	Klaipėda University	2819	K. Donelaičio a. 3, LT-92144 Klaipėda, Lithuania	193.219.76.*
5.	Lithuanian University of Health Sciences	8017	Eivenių g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158 83.171.4.141 81.7.102.222 82.135.198.159 88.119.141.218
6.	Vilnius University	19043	Universiteto g. 3, LT-01122 Vilnius, Lithuania	81.7.76.10 81.7.76.209 82.135.202.188 83.171.3.224-239 (Proxy) 85.206.5.216

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				88.119.140.104 193.219.86.128-159 193.219.40-47.* 193.219.80.28 (Proxy) 193.219.80-83.* 193.219.86.192-255 (Proxy) 193.219.87.* (Proxy) 193.219.89.0-127 193.219.91.224-255 193.219.93.128-255 193.219.94.0-255 193.219.94.26 (Proxy) 193.219.94.128-191 (Proxy) 193.219.95.128-143 (Proxy) 158.129.128-191.* 193.219.144-151.*
7.	Vytautas Magnus University	8100	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.132.129-253 193.219.136.1-125 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.54.1-253 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255
8.	Lithuanian Library of Medicine	3942	Kaštonų g. 7, LT-01107 Vilnius, Lithuania	193.219.140.128-255 195.182.86.18 193.219.87.218 193.219.187.101 213.190.53.194

11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.

