

shall be entitled to retain its share of any sum payable by any third party under any such licence or sub-licence;
 (b) except where stated otherwise in this Agreement, any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination;
 (c) the Publisher's right to continue to sell any copies of the Work which are in its power, possession or control as at the date of expiry or termination of this Agreement for a period of 6 months on a non-exclusive basis.

§13 General Provisions

13.1 This Agreement, and the documents referred to within it, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any previous agreements, warranties, representations, undertakings or understandings. Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances that are not set forth in this Agreement. Nothing in this Agreement shall exclude any liability for or remedy in respect of fraud, including fraudulent misrepresentation. This Agreement may be modified or amended only by agreement of the Parties in writing. For the purposes of modifying or amending this Agreement, "in writing" requires either a document written and signed by both the Parties or an electronic confirmation by both the Parties with DocuSign or a similar e-signature solution. Any notice of termination and/or reversion and, where applicable, any preceding notices (including any requesting remediable action under the Clause "Termination") must be provided in writing and delivered by post, courier or personal delivery addressed to the physical address of the relevant Party as set out at the beginning of this Agreement or any replacement address notified to the other Party for this purpose. All such notices shall become effective upon receipt by the other Party. Receipt is deemed to have taken place five working days after the respective notice was sent by post or left at the address by courier or personal delivery. If the Publisher is the terminating Party the notice need only be provided to the address of the Corresponding Author. If the Author is the terminating Party a copy of the notice must also be sent to the Publisher's Legal Department located at Heidelberger Platz 3, 14197 Berlin, Germany.

13.2 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Publisher and the Author. No Party may assign this Agreement to third parties but the Publisher may assign this Agreement or the rights received hereunder to its affiliated companies. In this Agreement, any words following the terms "include", "including", "in particular", "for example", "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

13.3 If any difference shall arise between the Author and the Publisher concerning the meaning of this Agreement or the rights and liabilities of the Parties, the Parties shall engage in good faith discussions to attempt to seek a mutually satisfactory resolution of the dispute. This Agreement shall be governed by, and shall be construed in accordance with, the laws of *Switzerland*. The courts of *Zug, Switzerland* shall have the exclusive jurisdiction.

13.4 A person who is not a party to this Agreement (other than an affiliate of the Publisher) has no right to enforce any terms or conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. If one or more provisions of this Agreement are held to be unenforceable (in whole or in part) under applicable law, each such provision shall be deemed excluded from this Agreement and the balance of the Agreement shall remain valid and enforceable but shall be interpreted as if that provision were so excluded. If one or more provisions are so excluded under this Clause then the Parties shall negotiate in good faith to agree an enforceable replacement provision that, to the greatest extent possible under applicable law, achieves the Parties' original commercial intention.

The Corresponding Author signs this Agreement on behalf of any and all co-authors.

Signature of Corresponding Author:

Date:

Magnus Petersen C.

02 Aug 2024