

ANNUAL ACCESS LICENSE AGREEMENT

FOR THE DATABASE

“HUMANISME & RENAISSANCE”

Between,

University of Ferrara represented by Marina Contarini, having its place of business at via Machiavelli 28-30
– 44121 Ferrara Italy,

(hereafter “The Licensee”)

And

Librairie Droz S.A, a corporation registered with the Swiss commercial registry under the number CH-660-
0052959-5 (CHE-107.752.840), represented by its Administrator representative, Max Engammare,

having its place of business at 11 rue Massot / CP 389, 1211 Geneva 12, Swiss.

(hereafter “The Licensor”).

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PREAMBLE

This Agreement concerns the online access to the online database Humanisme et Renaissance, property of Librairie Droz S.A, and its use.

The Licensor proposes, via the Internet, the access to the electronic versions of documents protected by author copyright. These elements are part of a database of currently 854 titles named “Humanisme et Renaissance”, published by Librairie Droz S.A. and expanded each year with the new publications of the previous year.

The list of these elements is available on Humanisme et Renaissance (<https://humanisme-rennaissance.droz.org>), the web portal for electronic Droz books.

ARTICLE 1. DEFINITIONS

As used in this Agreement:

1. **“Agreement”** means, in the following hierarchy:

- i. The License (Preamble and Articles 1- 10);
- ii. The Annexes:

Annex 1. Pricing Terms and Conditions.

Annex 2. List of Elements Under License at the Time of Signing.

In the case of a contradiction between the different documents, the higher document in the hierarchy will prevail for the obligation in question.

2. **“Licensor”** means Librairie Droz S.A., represented by its Administrator Representative, Max Engammare.

3. **“Licensee”** means the INSTITUTION represented by the director or president.

4. **“Authorized Users”** means:

- i. Students in initial or continuing education; students carrying out an internship at the institution within the context of an internship agreement; students enrolled in the institution carrying out part of the studies in another institution; students preparing a co-directed doctorate enrolled in the partner institution.
- ii. Researchers or university lecturers and researchers who are officially affiliated with the “Licensee”, no matter their principal place of work; persons with temporary teaching assignments at the institution during the time of their assignment; researchers from another institution who have been invited by the institution within the context of an agreement during the agreement.
- iii. Other regular salaried personnel of the institution, whatever their principal place of work.
- iv. Any person properly enrolled in the library, including Alumni of the institution, either within the context of an agreement, or individually, as long as they are enrolled in the client institution’s electronic directory.
- v. Visitors or occasional service users of the institution (walk-in users) may only access the site from a workstation situated on the premises of the institution.

5. **“Elements Under License”** means all the documents listed in Annex 2 to the Agreement in addition to the new documents published and added yearly to the HR Database by Librairie Droz S.A. between the entry into force of the Agreement and its termination.

6. **“HR Database”** means the database named “Humanisme et Renaissance” published by Librairie Droz S.A., including:

- i. the Elements Under License;
- ii. the presentation of the data and the structure of the database;
- iii. the indexation system;

- iv. the related documentation;
- v. the updates installed between the entry into force of the Agreement and its termination.

7. **“Pedagogical Objective”** means the educational, teaching, distance learning, private study, and/or research aims.

8. **“Intellectual Property”** means the brands, patents pending and awarded, author’s copyrights, intellectual copyrights, illustrations and models, mental works, derived works, and any other element of protection for intellectual creation.

9. **“Secured Network”** means a network that is accessible only through means of secured authentication.

10. **“Secured access”** means:

- i. a controlled access for authorized users to the elements under license via the domain name(s) and specific categories of Internet Protocol addresses (IP) indicated by the Licensee; and
- ii. access for remote users, secured and in “roaming” mode, from any geographic point within and outside the institution site (Remote access, secured and in “roaming” mode, is controlled by the Licensee with the help of an Single Sign On (SSO) system via proxy servers or any other system of identification and authentication such as the systems that control access to subscription web services (Shibboleth identity protocol federation);
- iii. access control by any system of authentication developed in the future approved by the Licensor and by the Licensee.

11. **“License Fees”** means the fees paid by the Licensee to access and use the HR Database.

12. **“Commercial Use”** means the use of the HR Database in order to gain financial profit, by or for the Licensee or an Authorized User, through the sale, resale, loan, transfer, rent, or any other form of exploitation of the HR Database.

Neither the access fees, nor the payment of financial participation by the authorized users of the Licensee, nor the use by the Licensee or by Authorized Users of the HR Database within the context of research financially supported by a commercial organization are considered commercial use. Recovery of costs is not being deemed Commercial Use. The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search engine is exclusively being charged for.

ARTICLE 2.OBJECT OF THE CONTRACT

The object of the Agreement is to define the conditions governing the access to, and use of the HR database by the Licensee and the Authorized Users.

ARTICLE 3.RIGHTS GRANTED

3.1. LICENSE GRANTED

The Licensor hereby grants to the Licensee the non-exclusive right to use the HR Database and to give access to the HR Database to Authorized Users by way of the Licensee’s secure network in accordance with the Agreement. Access is granted without restriction to concurrent use.

The Licensor hereby grants to the Licensee, subject to and in accordance with the terms of this Agreement, a non-exclusive perpetual, worldwide license for the Metadata associated with the Elements Under License for use in local library catalogs, union catalogs, and such other library and information systems including but not limited to search engines of the Institutions and third parties. The support of Search Engine Advertising (SEA) and Search Engine Optimization (SEO) is allowed by the Publisher (e.g. xml-sitemap of

websites with displays of metadata for inclusion of Search Engine Indexes; support of crawler like Googlebot) as well as the provision of the Metadata as Linked Open Data.

All rights not specifically granted to the Licensee under the Agreement are expressly reserved.

The Licensee shall not extract, reproduce, or copy, directly or indirectly, on any support, by any mean and in any form, all or part of the HR Database, unless otherwise provided for in the Agreement.

3.2. COPYRIGHT PROTECTION AND INTELLECTUAL PROPERTY

The Licensee recognizes that the Elements Under License and the HR Database are protected by copyright and/or by laws concerning databases. Academic uses are governed by Canadian Copyright Law and the Fair Dealing exception.

3.3. THIRD PARTY SUPPORT

The Licensee may commission a third party with support for any permission stated in this Agreement.

3.4. AUTHORIZED USE

1. The Licensor allows Authorized Users:

- i. to navigate, research, query, visualize distinct articles or summaries for research, educational or personal use;
- ii. to publicly display or publicly perform parts of the Elements Under License as part of a presentation at a seminar, conference, workshop, or other such similar activity;
- iii. to make such local temporary copies of the HR Database as are necessary to ensure efficient use of the HR Database by authorised Users, provided that such use is subject to all the terms and conditions of this Agreement;
- iv. to provide Authorised Users with an integrated access and index to the Elements Under License and all other similar material acquired from other sources;
- v. to copy/paste and store distinct articles or summaries; data and statistics; to print copies of articles, distinct book chapters or summaries. Reproduction and storage are limited to a limited number of distinct articles or pieces. Authorized Users may not reproduce or store a document in its entirety.
- vi. to use a reasonable part of the Elements under License in preparing course materials or other pedagogical documents, including partial reproduction of the Elements under License through digital or other media. The above-mentioned authorized rights concerning course materials applies to printed publications corresponding to the Elements under License preceding the effective date of the Elements under License provided in the title of this Contract. Printed publications should be under the licence CC-BY-NC-ND. The Licensor admits for users the possibility of working collaboratively in any way with this document. This applies to course materials and other pedagogical documents proposed in non-electronic and non-printed formats such as Braille;
- vii. to use printed or electronic excerpts of the elements under license in academic works such as dissertations and theses, within the recognized limits of citation law, including reproductions of those works for personal use or for library deposit. Electronic or paper reproductions of the above-mentioned works may be communicated, as needed, to the sponsors or partners of those works. Each excerpt must mention all data allowing for the identification of the source, the title and author, with the HR URL;

- viii. to Data and Text Mine the available data for academic research. To this end, to have continuous and automatic access to the contents of the license, to extract, index, and/or treat information from the contents, to upload and integrate the results to a server for the authorized users' system of text mining, to publicly distribute the results of the Data and Text mining. For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by the Licensee, the Institutions or the authorised Users as a result of text mining or data mining (and of local hosting) of the Elements under License is the property of the Licensee, the Institution or the authorised User;
 - ix. Metadata may be integrated into any other library and information system (including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the Agreement).
2. **Research via a portal.** The Licensee may make use of federative tools such as documentary portals or Discovery tools described in a technical sheet listing those elements that permit the control of access limitations for access to the HR Database.
 3. **Use of anti-plagiarism programs and platforms.** When the Licensee makes use of an anti-plagiarism program, or if they use the services of an anti-plagiarism platform, the Licensee is authorized to use the data of the HR Database to constitute a database that allows for the comparison of student work (electronic theses and dissertations) with that data.

3.5. SPECIFIC USE RESTRICTIONS

1. Neither the Licensee nor the Authorized Users may modify, adapt, transform, translate, or create any work in any form derived from the HR Database or including any element from the Elements under License, or use such elements in a way susceptible of infringing on author's rights or any other pertinent copyright. Removing, masking, or modifying in any way the mention of author's rights, the copyright, the author, or any other clauses or notifications of non-responsibility included by the Licensor in the Elements under License is strictly forbidden. The Licensee agrees to use reasonable efforts to provide authorized users with appropriate notice of the terms and conditions under which access to the HR Database is granted under this Agreement, so that authorized Users are informed of the enforcement of copyright legislation, and of the restrictions stipulated in this Agreement concerning reproduction, the use, and transmission of the Elements under License.
2. Publishing of articles, chapters, pamphlets, or books on personal or institutional websites is forbidden.
3. Use of the HR Database, directly or indirectly, for the following purposes is forbidden:
 - i. The reproduction of more than a reasonable amount, whether for commercial or non-profit use, for payment or not.
 - ii. The redistribution, resale, or concession of a sub-license of any sort, including in relation to an excepted paid service according to the terms described in Annex 1.
 - iii. The systematically provision or systematic distribution of unique or multiple copies in whatever form to anyone who is not an authorized User.
 - iv. The distribution of any part of the Elements under License on any electronic network other than the secured network [of the Licensee].
4. The use of all or part of the HR Database for profit (by the Licensee or any Authorized User) through the sale or any other use of the HR Database must be explicitly authorized in written form by the Licensor. The mass reproduction or distribution of electronic or printed copies of the Elements Under License for commercial or promotional purpose is expressly forbidden.
5. The use of software robots or offline readers is strictly forbidden.

3.6. AVAILABILITY OF THE HR DATABASE.

1. The Licensor recognizes the Licensee's right to access and use the HR Database subject to the conditions laid out in the Agreement for a period of one year from the availability (see 7.1)
- 2.
3. The preceding provisions apply as long as the Licensee continues to respect its obligations concerning the security and usage restrictions stipulated in this Agreement and prescribed by applicable law.

ARTICLE 4. MODALITY OF ACCESS TO THE HR DATABASE

4.1. ACCESS TO THE DATABASE

1. The Licensor proposes controlled access to the HR Database by way of the domain names and specific Internet Protocol (IP) addresses to be indicated by the Licensee and/or by usernames and passwords.
2. The Licensor authorizes remote, secured, and roaming access from any geographic point within and outside of the site of the institution.
3. Remote, secured, and roaming access are controlled by the Licensee with the help of any identification and authentication system, for example VPN products, SSO (Single Sign On) systems, LDAP systems, coupled with the use of any type of mandatory servers or via any other system of controlled access to subscription web services such as identity federations following for example the Shibboleth protocol.
4. The Licensee will grant passwords or any other kind of access to the Licensee's IT-service provider for Secure Authentication and to Authorized Users and will use reasonable effort to ensure that authorized Users will not communicate these passwords or means of access to outside parties.
5. The Licensee will provide the Licensor with a list of valid IP addresses and will update this list according to a schedule determined by both Parties to the Agreement.

4.2. DATA DELIVERY

1. The Licensor agrees to make the HR Database available to the Licensee and the Authorised Users from the commencement to the termination of this Agreement on the Licensor's Platform by Secured Access.
2. The Licensor will make every effort to provide descriptive metadata of the resources in standard format as well as metadata of eventual updates. MARC notifications will be provided free of charge.

4.3. QUALITY OF THE SERVICE

1. The Licensor will make every reasonable effort to ensure to the Licensee uninterrupted online access to and continuous availability of the HR Database in accordance with this Agreement, and to re-establish access to the HR Database as soon as possible in the event of an interruption or suspension of service due to a failure of the Licensor's server.
2. If the Licensor is unable to provide access to the service for more than twenty-four (24) consecutive hours (other than certain maintenance interruptions, which will be announced reasonably ahead of time), then the Licensor will prolong the period of validity of the present Agreement license for a time identical to the interruption without supplemental charges for the Licensee.

4.4. COMPATIBILITY

1. The Licensor will make every effort to be compatible with Open URL.
2. The Licensor will make every effort to be compatible with W3C standards.

4.5. MODIFICATION OF THE DATABASE

1. The Licensor reserves the right to withdraw from the Elements under License any element or part of an element for which they no longer have publication rights or for which they have reasonable cause to believe that they are infringing on authorial rights or illicit in any other way. The Licensor will notify in writing for any such withdrawal.
2. If more than a reasonable amount or 2% (two percent) of the Elements under License are withdrawn, the price will be reevaluated on a pro rata basis concerning the number of elements removed from the HR Database. This pro rata will be weighted according to the number of years of presence on the HR Database before the calculated amounts are reimbursed to the Licensee (10% per year of presence).

4.6. INFORMATION REQUIREMENTS

1. The Licensor commits to providing certification of intellectual property and commercial distribution rights for the Elements Under License.
2. The Licensor commits to informing the Licensee of any modification of the HR Database content, communicating an exhaustive and detailed list of new and removed elements, once per year.

4.7. ASSISTANCE AND DOCUMENTATION

1. The Licensor proposes to Authorize Users, during official office hours, a user assistance service, via email, telephone, and/or fax, including an electronic response system for questions concerning the use, functions, and content of the HR Database. Responses will be delivered within 24 hours.
2. The Licensor commits to providing free of charge documentation on their electronic products to the Licensee. The Licensor authorizes the copying of this documentation by the Licensee for use by authorized Users, as long as this reproduction is complete or mentions the Licensor's ownership.

4.8. DATA COLLECTION

Data concerning the use of the HR Database will be collected monthly by the Licensor and shared with the Licensee. This data will respect pertinent legislation concerning privacy and the written confidentiality of the concerned parties. This data will be provided over the internet on a website accessible through a username and password. The usage data will be shared in compliance with at least COUNTER v4.0.

4.9. REASONABLE MEANS TO SECURE COMPLIANCE WITH THE AGREEMENT AND APPLICABLE LAWS

1. The Licensee will use reasonable effort, including but without limitation by using secured authentication, to ensure that only authorized Users and Licensee will have access to the HR Database.
2. If The Licensee notes a use of, or access to, the HR Database contrary to the dispositions of this Agreement, the Licensee will inform – to the extent that is not prohibited by existing data protection rules - the Licensor, and take all reasonable measures in their power, including without limitation to promptly and fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Institution's standard practice, to ensure that this activity ceases and will co-operate with the Licensor to end these activities and prevent any recurrence.
3. The Licensee recognizes that the maintenance of the entirety of the HR Database provided by the Licensor, including the restrictions on reproduction, on use and transmission as described in the present documents, and the act of ensuring, with reasonable effort, that the use of the HR Database is limited to authorized Users are important obligations. The Licensee admits for the Licensor the right to verify access to the HR Database and its use to detect abusive use of the Elements under License and to inform The

Licensee. In the event that an authorized User makes unauthorized use of any kind of the HR Database, The Licensee will end, at the request of the Licensor, access for that authorized User to the HR Database. The Licensor will take no action to interrupt access to the HR Database without providing The Licensee 30 days' notice so that The Licensee may make every effort to end the abusive use.

4. The Licensee will use reasonable efforts to appropriately notify authorized Users of applicable intellectual property rights and of any other rights that apply to the HR Database, for example by informing about the terms and conditions under which access to the Elements under License is granted under this Agreement. The Licensee will make reasonable effort to prevent the counterfeiting of any intellectual property right or any other infringement on the other rights of the Licensor concerning the HR Database. The Licensee will quickly notify the Licensor of any counterfeiting or infringement on any copyright that they may notice and will contribute to taking appropriate measure to avoid any repeat offence.

ARTICLE 5. REPRESENTATION, GUARANTIES, AND INDEMNIFICATION

1. The Licensor guarantees to the Licensee, the Institutions, and the authorised Users that the Elements under License and all Intellectual Property Rights therein are owned by or licensed to the Licensor and that the Elements under License used as contemplated in this Agreement do not infringe any Intellectual Property Rights of any natural or legal person.

2. While the Licensor has no reason to believe that there are any inaccuracies or defects in the information contained in the Elements under License, the Licensor makes no representation and gives no warranty, express or implied, with regard to the information contained in, or any Part of, the Elements under License including (without limitation) the fitness of such information or Part for any purposes whatsoever and the Licensor accepts no liability for loss suffered or incurred by the Licensee or authorised Users as a result of their reliance on the Elements under License.

3. In no circumstances is the Licensor liable to the Licensee for any loss resulting from a cause over which the Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

4. The Licensee must notify the Licensor immediately, provide full particulars if they become aware of any actual or threatened claims by any third party in connection with any works contained in the HR Database and do all things reasonably required to assist the Licensor in such claims. Upon such notification, or if the Licensor becomes aware of such a claim from other sources, the Licensor may remove such work(s) from the HR Database as long as this claim persists. Failure to report knowledge of any actual or threatened claim by any third party should be deemed a breach of this Agreement.

5. Nothing in this Agreement makes the Licensee or the Institutions liable for breach of the terms of this Agreement by any authorised User provided that the Licensee or the Institution did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred.

6. Save as provided for in Article 11.2 and 11.9, neither the Licensee nor the Licensor are liable to the other in contract for slight negligence or otherwise for any special, indirect, incidental, punitive or consequential damages or loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.

7. Neither party is liable to the other for slight or ordinary negligence, except in the event of negligence which leads to a breach of a contractual obligation, whose fulfilment is indispensable for the proper execution of the contract and on whose observance the contracting party may regularly rely (essential obligation). In case of slight or ordinary negligence which gives rise to a breach of a contractual obligation, however, the liability of all parties for breaching an essential obligation is limited to the damage which may be typically expected during the execution of this agreement.

8. The Licensee may request the Licensor to pay an indemnity in the event of a break in access totalling more than one month in a civil year.

ARTICLE 6. FINANCIAL CONDITIONS

6.1. LICENSE FEES

The Licensee accepts to remunerate the Licensor for the access to the IIR database and its use in accordance with the financial conditions specified in Annex 1.

6.2. CONDITIONS OF PAYMENT

1. The Licensee will pay the License Fees to the Licensor within sixty days (60) of billing. In the event of non-payment of the entire amount of the Licensor’s invoice on the part of The Licensee, on the date defined on recommendation of the COMMISSION MIXTE PARITAIRE (CMP), the Licensor will suspend access to the HR Database for The Licensee until the amounts not paid and due indicated in the invoice have been paid. The License fee as specific in Annex 1 will remain due.
2. If The Licensee contests in good faith any amount billed by the Licensor, [The Licensee] must notify the Licensor of this disagreement in writing with all pertinent proofs within ten (10) business days of the invoice date, and the Licensor and The Licensee commit to reasonable efforts to resolve the difference within ten (10) days of the reception date of the letter.
3. Once this difference has been resolved, The Licensee will pay the amount due within sixty (60) days of the resolution of the difference.

6.3. DELAY OF PAYMENT

Any delay of payment will lead to the payment of penalties to the Licensor according to the recommendations of the Cahier des clauses administratives générales (CCAG).

ARTICLE 7. DURATION AND TERMINATION OF THE CONTRACT

7.1. DURATION OF THE AGREEMENT

This Agreement commences on the date of signature and will remain in full force and effect for a period of one year for a period of one year from 2023/11/01, unless terminated in accordance with the provisions of article 7.2.

7.2. TERMINATION OF THE AGREEMENT

The Agreement may be terminated:

1. At the anniversary date of this Agreement.
2. Rightfully at any moment by one or the other of the parties in the case of an inexecution of one of the obligations under the responsibility of the other party. This termination will only become effective two weeks after the mailing by the plaintiff of a registered letter with delivery confirmation outlining the reasons for

the complaint, unless, during this delay, the party at fault satisfies their obligations or provides proof of their inability to provide satisfaction due to a force majeure.

3. Rightfully in the case of a judicial bankruptcy, without indemnity
4. Rightfully in the case of legal redress, without indemnity, unless the judgment expressly authorizes the maintenance of the proprietor's activities. In this case, The Licensee may accept the continuation of the agreement during the period determined by the legal decision or terminate the agreement without an indemnity for the proprietor.
5. In the event of any non-authorized use of the HR Database by the Licensee under the Agreement or applicable law, the Licensor will immediately inform the Licensee. The Licensor may suspend access the time necessary to implement necessary security measures. The Licensor will immediately notify the Licensee of this non-authorized use. If it is not rectified within 30 days, the Licensor may end the present License Agreement for the Licensee who has not rectified the non-authorized use. For the avoidance of doubt, upon material breach or repeated other breaches by authorised Users, the Licensor may cease to authorise online access to the HR Database only by the Authorised User responsible for the breach.

7.3. CONSEQUENCE OF TERMINATION

- 1.
2. In case of termination of this Agreement by the Licensor due to non-authorized use of the HR Database pursuant to Article 7.2.5 of the Agreement, the Licensee and Authorised Users shall lose the right to access or use the HR Database in any form and on any platform. In this case the Licensee shall not be indemnified.

ARTICLE 8. COMMERCIAL BRANDS OF THE LICENSOR

1. During the period of this Agreement, the titles of all publications granted under the present documents, as well as all commercial brands, logos, and colophons belonging to or held under license by the Licensor or their affiliations, figuring in the Elements under License, will be published online as prescribed in the present documents and may not be erased or modified by the Licensee or their authorized Users.
2. The Licensor will have the right to examine and approve any use of their publication titles, commercial brands, logos, colophons, mentions of ownership or legal decisions provided by the Licensor in relation with the pertinent publications or Elements under License.
3. All rights concerning the publication titles, commercial brands, logos, name of the company and colophon are expressly and exclusively reserved.

ARTICLE 9. APPLICABLE LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada.
2. The parties will make every effort to amicably resolve their conflicts. Any suit, action or proceeding arising out of or in connection with this Agreement shall be brought before the competent courts in Vancouver, British Columbia.

ARTICLE 10. GENERAL PROVISIONS

10.1. TRANSFER OR CESSION OF THE AGREEMENT

1. The Licensee may not transfer or cede, directly or indirectly, all or part of the rights or obligations to the title of this Agreement without the required written consent of the Licensor.

2. In the event of a sale by the Licensor to a third party, the Licensor will make every reasonable effort to ensure that the third party applies the conditions of this Agreement.

10.2. FORCE MAJEURE

The inexecution by the Licensor or the Licensee of any term or condition of this Agreement as a result of circumstances outside their control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, electricity outages, or the damaging or destruction of the network or servers, will not be considered an inexecution.

10.3. DIVISIBILITY OF THE AGREEMENT

If one or many of the provisions of the present Agreement are judged to be void, illicit, or inapplicable for whatever reason, such voiding, illegality, or inapplicability will affect no other provision of this Agreement and this Agreement will be interpreted as if the voided, illegal, or inapplicable provisions had never been part of it, unless the elimination of this or these provisions causes a substantial change such that the execution of the transactions foreseen by the terms of the present documents would implicate a substantial modification of the economy of the Agreement.

10.4. CONTRACT COMPLETENESS

The present Agreement, including all attached pieces, annexes, or attached documents, as well as all of the documents that are expressly considered (notably the user manuals and specification documents), constitute the ensemble of the Agreement and of the contract agreed upon by the parties. It annuls and replaces any agreement, communication, proposition, online terms, and conditions, or order anterior or concomitant, oral or written, established between the parties concerning the object of the present Agreement.

10.5. WAIVERS AND MODIFICATIONS

No modification or waiver cited for any provision of this Agreement will be valid except if it is in the form of a rider signed by the legal authorized representatives of the Licensor and the Licensee.

10.6. NON-RENUNCIATION

Any waiver of one of the provisions of the Agreement will not be considered as a waiver of the other provisions of the Agreement, as well as any waiver of any inexecution of this Agreement will not be interpreted as a continued waiver of other inexecution of the same or of other provisions of this Agreement.

10.7. NOTICE

Any notice given in accordance with this Agreement will be done in writing and may be given personally or will be considered received within five (5) business days in the case of registered mail with delivery confirmation. Notice sent by email, with a confirmation Delivery and/or Read Receipt is an acceptable format for "Notice". Either party may change from time to time their mailing address for notices through written notification to the other party.

10.8. TAXES

Any amount owed by the Licensee under the present documents is understood to be before sales and use taxes, withholding taxes, value-added taxes or similar taxes, fees, or administrative levies, all of which are solely the responsibility of the Licensee.

10.9. INTERPRETATION OF THE AGREEMENT

1. The titles and subtitles used in the Agreement are included for the convenience of the parties. The Parties together agree that these titles and subtitles have no interpretative value and shall not be used to interpret any provision of the Agreement.
2. For the interpretation of the Agreement, the English version shall prevail over potential translations.

If addressed to the Licensor:

La Librairie Droz S.A.

11 rue Firmin Massot,

1206, Genève

If addressed to the Licensee

University of Ferrara

Via N. Machiavelli,

28-30 – 44121, Ferrara

In witness whereof, the parties have asked their duly authorized representatives to sign this Agreement, on the date mentioned below.

Licensee: University of Ferrara

Signature:



Delegation:

Name: Marina Contarini

Title: Head of Ripartizione Biblioteche

In (Place): Ferrara

Date: 08 NOV. 2023

Licensor:

Signature:

Name: Max Engammare

Title: Chief Executive

Date: 09.11.2023



ANNEXES

ANNEX 1: PRICING TERMS AND CONDITIONS

Humanisme et Renaissance database

1. The License Fees to be paid by the Licensee to the Licensor are structured as follow:
 - i. a one-time purchase for annual access at the price of 5.131 € HT to be paid on X 2023.
2. All prices expressed in this Annex 1 to the Agreement exclude VAT.
3. All payments due under this Agreement to Librairie Droz S.A. shall be made by bank wire transfer or check in immediately available funds to an account designated by Librairie Droz S.A.