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The term of this Agreement is for the period from January 1, 2025 to December 31, 2028, inclusive of both dates ("Initial Term").

A mutual mid-term review of this Agreement will take place during the third quarter of 2026 ("Mid-Term Review"). At this review, both TIB and Publisher shall assess the number of articles accepted for OA publishing under this Agreement of the entire group of Licensees between January 1, 2025 and June 30, 2026. If the number of articles accepted for OA publishing is found to deviate by more than five percent (5%) either above or below the projected levels for that time period at the time of signature of the Agreement, either party may terminate this Agreement according to Section 12c. Any decimal number / fraction will be rounded to the closest full number.

7. LONGTERM ARCHIVING

The Publisher will use reasonable efforts to maintain an archive of its entire electronic journal content. In particular, the Publisher maintains three complete and continuously updated mirror sites for all of its content from the present back to 1893, distributed widely across the United States, and also deposits the full Publisher's content with Portico.

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If a competent supervisory authority or court decides that personal data processing activity under the Agreement completely or in parts involves the parties’ processing personal data as joint controllers under Art. 26 GDPR, the parties agree to negotiate in good faith a joint controller agreement to allocate their respective data protection responsibilities in accordance with the provisions of the GDPR.

- c. The Publisher shall:
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This Agreement may be terminated by TIB or Publisher,

- a. if either party fails to observe or perform any one or more of its obligations hereunder. Either party may request the other by notice in writing, specifying the violation, to remedy the violation (if remediable) within thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.

Upon termination of this Agreement by TIB under this provision, Publisher shall repay to Licensees the proportion of the Total Fees paid that represents the unexpired part of fees paid by Licensee for Licensed Content under this Agreement.

- b. upon notice of either party on committing an act of bankruptcy or having a receiver or liquidator appointed over its assets except for the purposes of solvent amalgamation or reconstruction, unless both parties agree to continue the Agreement.
- c. by December 31, 2026, if either party wishes to terminate the Agreement on the ground of the results of the mutual Mid-Term Review as detailed in section 6. The terminating party needs to provide written notice of the wish to terminate to the other party within thirty (30) days following the conclusion of the Mid-Term Review, but no later than December 1, 2026.

For the avoidance of doubt, in case either party terminates this Agreement under this provision, the Agreement shall be deemed terminated for all Licensees on 31 December 2026.

Participation of a Licensee in this Agreement might be terminated by Publisher or Licensee:

- a. if and when the Total Fees of the respective Licensee lapse or when conditions covered by (b) or (c), below have occurred:

- b. upon a determination by the Publisher that the Licensee has violated any term or condition of this License. Publisher may request Licensee by notice in writing to remedy the violation (if remediable) and to implement procedures, reasonably satisfactory to the Publisher, to prevent future violations within thirty (30) days of receipt of such notice,
- c. if during the term of the Agreement, Licensee wishes to opt out of this Agreement for the subsequent calendar year(s) on the condition that – in an exercise of reasonable discretion of Licensee – Licensee is not able to continue its participation in this agreement due to external circumstances outside its control impacting its financial situation. For a Licensee to terminate the agreement at the end of a calendar year, written notice including appropriate documentation demonstrating the nature of such financial hardship has to be given to the TIB by August 31 and to the Publisher by September 15 of that given year. The Agreement shall be deemed terminated for this Licensee from January 1 of the subsequent year, except for those obligations that by the terms hereof or their nature survive, including post termination access to subscribed content for the Licensee.

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- b. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations,

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- c. This Agreement shall be governed by and construed in accordance with the laws of Germany irrespective of the place of its physical execution, and the parties hereto hereby submit to the exclusive jurisdiction of the German courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.
- d. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered mail or e-mail to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices.
- e. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.
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- g. Either party's waiver, or failure, to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- h. TIB, Licensees, and Publisher shall keep the terms of Schedule 4 strictly confidential and shall not disclose the same except to the extent any disclosure is required by law, or court or administrative or regulatory body of competent jurisdiction. All parties agree that this Agreement (with the omission of Schedule 3 and Schedule 4) might be made public in the ESAC Transformative Agreement Registry and on other platforms if deemed necessary by TIB or Licensees.

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Schedule 4
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PRX Energy	2768-5608	PERNFI	journals.aps.org/prxenergy
PRX Life	2835-8279	PLRICF	journals.aps.org/prxlife
PRX Quantum	2691-3399	PQRUAG	journals.aps.org/prxquantum
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Schedule 6

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 - Journal ISSN
 - DOI of article or article ID
 - Name of Initial Corresponding Author
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 - 6.2.1. Communications and content about the open access program

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- 6.2.2. Workflow from submission to publication, towards meeting relevant parts of the “ESAC Workflow Recommendations for Transformation Agreements” available at <https://esac-initiative.org/about/oa-workflows/>
- 6.2.3. Reporting and invoicing functions
- 6.2.4. Metadata and industry standards

Schedule 7

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Schedule 8

Text and Data Mining

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