

Frédéric Godefroy: Dictionnaire de l'ancienne langue française et de tous ses dialectes du IXe au XVe siècle

[]

*** III. AUTHORIZED USERS OF LICENSED MATERIALS ***

Authorized Users are:

1. Institutions

- a) German Universities and research institutes predominantly governed by public sponsorship as well as university and other academic libraries located in Germany
- b) German Universities and research institutes governed by ecclesiastical or private sponsorship located in Germany

2. Persons

- a) Persons Affiliated with Institutions as defined in III.1.: Full and part time students, employees (including faculty, staff, affiliated researchers) and library patrons, regardless of the physical location of such persons.
- b) Walk-ins: Patrons not affiliated with Institutions as defined in III.1. consulting Licensed Materials on site.
- c) Single Persons resident in Germany who will register personally with Bayerische Staatsbibliothek.

*** IV. AUTHORIZED USE OF LICENSED MATERIALS ***

Licensee and Authorized Users as defined in III shall be granted access to the Licensed Materials pursuant to the following:

Authorized Users shall be identified and authenticated on the Licensor's server and by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. Additionally Licensee shall provide contact details of each Institution as defined in III.1 that will be connected to Licensed Materials by the Licensor: Name and address, contact person and e-mail address of contact person. The institutions as defined in III.1 shall be connected directly to the Licensor's server to Licensed Materials only after specific demand for each database as defined in I. Automatic connections to all the resources are excluded. Licensor is the only administrator of the online connections from its own server.

Any remote access shall be provided for individuals authenticated as affiliated with the institutional users as defined in paragraph III.

The number of simultaneous users shall be unlimited to the extent of Licensor's server capacity whereas this capacity shall correspond to current standards in the online information provision industry.

Authorized Uses

The Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

Display:

Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy:

Licensee and Authorized Users may download and digitally copy a qualitatively and quantitatively insubstantial portion of the Licensed Materials.

Print Copy:

Licensee and Authorized Users may print a qualitatively and quantitatively insubstantial portion of the Licensed Materials.

Any other use is not allowed. Specifically the systematic extraction is not authorized.

Specific Restrictions on Use of Licensed Materials

Modification of Licensed Materials:

Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor. Licensee shall not modify the viewing software or make a copy of it and shall not forward it to a third party.

Removal of Copyright Notice:

Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
Commercial Purposes:

Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

The Licensee shall not reverse engineer, disassemble or decompile the Licensed Materials, except where and only to the extent that such operations are permitted according to mandatory, statutory legislation, and the Licensee shall comply with that legislation in all respects.

Protection from Unauthorized Use.

Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensor may terminate such Authorized User's access to the Licensed Materials, Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or

Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee and cooperating with the Licensee to avoid recurrence of any unauthorized use.