License Agreement

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1.2. "Authorized Users" mean their students, faculty and staff if Subscriber is an academic institution; and patrons of Subscriber, if Subscriber is a public library offering access to the Products. For purposes of this Agreement, any institutions, associations or organizations related or affiliated with Subscriber will not be deemed "Authorized Users" without Ovid's express consent.

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Lizenzvertrag

zwischen
Johann Wolfgang Goethe-Universität Universitätsbibliothek Johann Christian Senckenberg Bockenheimer Landstrasse 134-138 60325 Frankfurt a.M.

und

Ovid Technologies GmbH Georgenstr. 23 D-10117 Berlin

über

Nationallizenz Deutschland für "Biosis Archive 1926 -1968"

Wolters Kluwer Health Medical Research Ltd

Online License Agreement

This Agreement is by and between Wolters Kluwer Health Medical Research Ltd a United Kingdom company having offices at 250 Waterloo Rd., London SE1 8RD, UK (hereinafter referred to as "Ovid"), and Universitätsbibliothek Johann Christian Senckenberg, Frankfurt a.M., Germany, the organization that orders and will pay the fee for access to one or more Products (hereinafter referred to as "Subscriber").

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This license agreement provides for use by Subscriber and its Authorized Users of the Products, as defined below, through Ovid Inc.'s remote database access service for a fixed fee payable to Ovid or a 'Licensed Distributor', subject to the terms and conditions set forth in this agreement (the "Agreement")

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6.2 Ovid agrees to indemnify Subscriber, its directors and officers, from and against any and all liability, damages, loss or expense arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon, violation or misappropriation by Ovid of any third party proprietary rights, including copyright, patent, trademark and trade secret, in consequence of the authorized use or possession of the Software or Documentation supplied by Ovid under this Agreement.

7. PAYMENT.
Payment will be due upon the execution of this Agreement, pursuant to Subscriber's purchase order attached hereto. The invoices are due sixty (60) days after the billing date. In the event that Subscriber fails to make prompt payment, Ovid reserves the right to deny access to the Products until such time as Subscriber's account is made current. Subscriber will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement. If Subscriber shall fail to make any required payment within ten (10) days from the date the Same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the highest rate permitted by applicable law, whichever is less.

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10. NOTICES.

All notices, consents or other communications referred to herein will be in writing and will be conveyed to the other party by First Class Mail or electronically at the appropriate addresses indicated. Service of such notice, consent or other communication hereunder will be effective on the fifth day after the day of mailing or the same day as the day of transmission.

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If a term or condition of this Agreement is found by a court or administrative agency to be unenforceable, the remaining terms and conditions will remain in full force and effect.

Anlage 2 Zusätzliche Regelungen für die Nationallizenz

1. Eligible Institutions

---Higher Education Institutions financed either by public or private funding

---National, regional and state libraries

---Academic specialist libraries mainly financed by public funding

---Research institutions mainly financed by public funding

---Governmental institutions

---Including any of the above mentioned types of German institutions abroad

2. Authorized users I

---Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included.

3. Authorized Users II

Non-institutional access of individuals is permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany.

4. Access to the data is activated within 2 weeks after receipt of the IP Ranges via Ovid.

5. Access to the data via Z39.50 or similar interfaces is possible for integration in portals, search engines, etc.

6. The licence excludes any restrictions of concurrent use.

7. All fees for perpetual access (including any maintenance fees) are included in the prices quoted.

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9. The following authentication procedures are accepted by licensor:
   ---IP
   ---Username/Password
   ---Shibboleth
   ---Comparable future developments to be agreed by the parties

zwischen

Johann Wolfgang Goethe-Universität Universitätsbibliothek Johann Christian Senckenberg Bockenheimer Landstrasse 134-138 60325 Frankfurt a.M.

und

Ovid Technologies GmbH Georgenstr. 23 D-10117 Berlin

über

Nationallizenz Deutschland für ""Upgrade auf Biosis Previews 1969 - 2004"

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6. The licence excludes any restrictions of concurrent use.

7. All fees for perpetual access (including any maintenance fees) are included in the prices quoted.

8. Local hosting (in order to give access to eligible institutions and authorized users) of the licensed material is-offered as an option at no additional costs on the Server of the licensee or on a platform of the licensee's choice

9. The following authentication procedures are accepted by licensor:

---IP

---Username/Password

---Shibboleth

---Comparable future developments to be agreed by the parties