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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 "Cabi Compendien"

Wolters Kluwer Health Medical Research Ltd

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5.8 Any cause of action whether brought by Ovid, Authorized Users or any third party concerning the Products must be commenced within one (1) year after such cause of action has accrued.

## 6. INDEMNIFICATION.

6.1 Excluding any claims arising out of or related to the violation by Ovid or Information Providers of any third party copyrights, patents, trademarks or trade secrets; provided, however, that Information Providers have indemnified Ovid from and against any and all such claims, Subscriber agrees to indemnify Ovid from and defend, at its own expense (including reasonable attorney's fees) against any and all claims of third parties (including without limitation, copyright infringement) arising out of or related to Authorized Users' use of the Products or any materials provided hereunder, regardless of whether such claims were foreseeable by Ovid; provided that Ovid promptly notify Subscriber of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, Ovid may participate in the defense, settlement or negotiation of any claims.

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 is 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.

## **8. TERMINATION.**

If Ovid or any one of the Authorized Users is in breach of the terms and conditions of this Agreement, the breaching party will have ten (10) business days in which to cure the breach. If the breaching party has not cured the breach, the nonbreaching party may terminate this Agreement, in addition to pursuing all other legal remedies. The provisions of this Agreement which protect the proprietary rights of Ovid and Information Providers will continue in force after termination. Any termination, whether or not for breach, will not affect any right, obligation or liability of a party arising prior to termination of the Agreement. In case of misuse the related IP adress is excluded from further access to the product.

## **9. ENTIRE AGREEMENT.**

This Agreement, use restrictions and other notices concerning the Product(s) as provided, from time to time by Ovid, will constitute the entire agreement of the Parties. It is expressly agreed that any terms of a purchase order or similar instrument issued by Subscriber with respect to this Agreement will not affect the terms and conditions of this Agreement. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Subsection 2.3 of this Agreement.

## **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.

## **11. SEVERABILITY.**

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.

---Academic Libraries, Research Institutions and Governmental Institutions: Staff, contractors and Walk-In-Users. Remote Access for registered users.

**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.**

**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

**10. Place of performance: Seat of Licensee. Applicable Law: German Law. Jurisdiction: Germany.**