
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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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.

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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.

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Anlage 2 Zusätzliche Regelungen für die Nationallizenz

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- 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

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

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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.